

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
 SELENA STALEY, VIVIAN HOLMES, and OLIVE :  
 IVEY, on behalf of themselves and all others similarly :  
 situated, :  
 :

Plaintiffs, :

-against- :

FOUR SEASONS HOTELS AND RESORTS, :  
 HOTEL 57 SERVICES, LLC, HOTEL 57 LLC, TY :  
 WARNER HOTELS & RESORTS, LLC, and H.TY :  
 WARNER, :

Defendants. :

**DECLARATION OF  
 EVAN BRUSTEIN**

22-CV-6781 (JSR)

-----X

Evan Brustein, pursuant to 28 U.S.C. § 1746, state and declare as follows:

1. I am the attorney for Plaintiffs Selena Staley, Vivian Holmes, and Olive Ivey (hereinafter referred to collectively as "Plaintiffs") in this action.
2. In 2018, Plaintiffs were given an updated version of the EmPact Agreement, which was last revised in February 2018. The true and accurate copy of the EmPact Agreement Plaintiffs acknowledged receiving in 2018 is annexed herein as Exhibit A.
3. A true and accurate copy of the Declaration of Selena Staley, dated December 5, 2022, is annexed herein as Exhibit B.
4. A true and accurate copy of the Declaration of Vivian Holmes, dated December 5, 2022, is annexed herein as Exhibit C.
5. A true and accurate copy of the Declaration of Olive Ivey, dated December 5, 2022, is annexed herein as Exhibit D.

DATED: December 5, 2022  
 New York, New York

BRUSTEIN LAW, PLLC

/s/

\_\_\_\_\_  
 Evan Brustein  
 299 Broadway, 17<sup>th</sup> Floor  
 New York, NY 10007  
 (212) 233-3900  
*Attorneys for Plaintiffs*



EMPACT<sup>SM</sup>



**FOUR SEASONS**  
HOTEL  
NEW YORK

## **U.S EmPact<sup>SM</sup>** **Employee Handbook**

Last Revised: February 1, 2018

**EmPact<sup>sm</sup>**

with

**Four Seasons Hotel New York**

*Last Revised February 2018*

FOUR SEASONS HOTELS & RESORTS

EMPACT<sup>SM</sup>

**OUR FOUR SEASONS TREE**



This symbol is the corporate graphic design of Four Seasons Hotels and Resorts.

At the top left, the tree is in full splendour of summer. At the bottom left, it indicates the barren branches of winter. On top right, the branches are sparsely covered with the leaves of autumn, and at the bottom right, leaves and blossoms indicate the spring seasons.

**NOTICE**

The conditions contained in this contract will apply to you unless and until they are specifically amended in writing and approved by you.

The Four Seasons Hotel New York is committed to constantly reviewing all policies and benefits. Future amendments may be made, and will be communicated to you through one or more of the following:

- Written communication
- Electronic Communication
- Department meetings
- General staff meetings
- Payroll attachments

In no way should this contract be considered as the only source of information regarding your employment. It is your responsibility to familiarize yourself with all departmental and hotel policies and procedures, as well as specific provisions in insurance policies, benefits and incentive plans. However, you will be given an opportunity to review all modifications to this contract in writing before those modifications will be enforced.

If I am a manager, I understand that I will be asked to sign specific policy statements that further clarify the expectations of a manager at the Four Seasons Hotel New York.

FOUR SEASONS HOTELS &amp; RESORTS

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FOUR SEASONS HOTELS & RESORTS

EMPACT<sup>SM</sup>

**Welcome to Four Seasons Hotels and Resorts**



Dear Colleague,

Welcome to Four Seasons, the best hospitality company in the world.

You are now part of an elite group of more than 48,000 employees worldwide who are dedicated to and known for their pursuit of excellence.

As you have committed yourself to our quality standards, we believe you deserve an equal commitment from us to treat you with dignity and respect. This employment pact, “EmPact”, promises that Four Seasons will stand by what we say. This contract is unique in our industry, and is a reflection of our company culture.

Simply put, our culture is based on the Golden Rule: “To treat others as we wish to be treated ourselves”. The Golden Rule guides our interactions with our guests, our business partners and investors, but most importantly, with each other. You were chosen to be part of our team because you embody these values.

Once again, welcome to our global community. I wish you a successful career with Four Seasons and hope you find great personal satisfaction in striving for and achieving exceptional levels of personal service.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Allen Smith". The signature is fluid and cursive, with a long horizontal stroke at the end.

J. Allen Smith  
President and Chief Executive Officer  
Four Seasons Hotels and Resorts

FOUR SEASONS HOTELS & RESORTS

EMPACT<sup>SM</sup>

### Welcome to the Four Seasons Hotel New York



It is indeed a pleasure to welcome you as a member of the Four Seasons Hotel New York and the Four Seasons family! You have been invited to join us because you personify the friendliness and positive attitude, which is the basis of our company culture – the first “pillar” of Four Seasons’ success. We all have a daily responsibility to display courtesy and sensitivity to each other and our guests, which creates a level of service and atmosphere that sets us apart from our competitors.

We are fortunate to have such a fine facility in which to work, but regardless of how spectacular the physical impression of the Four Seasons Hotel, New York is, our single greatest asset is each one of you – our staff, which has been consistently recognized for displaying a warm and receptive approach to our guests. Four Seasons Core Standards and efficiency – the second “pillar”- are at the heart of our success as well. You will find them easy to remember and apply. Things like unfailingly acknowledging our guests by name, truly anticipating their needs and a “yes, we can do it” approach; have earned us recognition as a Mobil Five-Star and AAA Five Diamond Hotel.

The third “pillar” is the commitment that we make to work together with respect and consideration for your goals and for those of the Hotel. We display our commitment to your success by providing you with ongoing training and coaching, and by treating you fairly and with respect. By the same token, your commitment as a member of our family now is to honor our culture and respect our efforts to run the best Hotel in the city. We also ask your help us provide a unique service experience to all our guests.

Again, welcome to Four Seasons Hotel, New York, and I look forward to a long and pleasant professional association. We are proud to have you with us.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mehdi Eftekari'.

Mehdi Eftekari  
General Manager

### **Our Goals, Our Beliefs, Our Operating Principles**

Many years ago, Four Seasons set out to create a corporate mission statement that would guide the actions of everyone in the organization. Our goals, beliefs and principles are the foundation of the work we do every day on behalf of our guests.

#### ***Who we are***

We have chosen to specialize within the hospitality industry, by offering only experiences of exceptional quality. Our objective is to be recognized as the company that manages the finest hotels, resorts and residence clubs wherever we locate. We create properties of enduring value using superior design and finishes, and support them with a deeply instilled ethic of personal service. Doing so allows Four Seasons to satisfy the needs and tastes of our discriminating customers, and to maintain our position as the world's premier luxury hospitality company.

#### ***What we believe***

Our greatest asset, and the key to our success, is our people. We believe that each of us needs a sense of dignity, pride and satisfaction in what we do. Because satisfying our guests depends on the united efforts of many, we are most effective when we work together cooperatively, respecting each other's contribution and importance.

#### ***How we succeed***

We succeed when every decision is based on a clear understanding of and belief in what we do, and when we couple this conviction with sound financial planning. We expect to achieve a fair and reasonable profit to ensure the prosperity of the company and to offer long-term benefits to our hotel owners, our customers and our employees.

#### ***How we behave***

We demonstrate our beliefs most meaningfully in the way we treat each other and by the example we set for one another. In all our interactions with our guests, customers, business associates and colleagues, we seek to deal with others as we would have them deal with us.

### **Our Operating Principles**

1. To provide our customers with a product and level of service that is consistently excellent and of outstanding value in terms of quality and satisfaction.
2. To understand our customers and to be sensitive to their needs.
3. To train and stimulate our fellow employees and ourselves so that the service we give will be performed with courtesy and an ever-increasing degree of intelligence, care and pride, but without waste or extravagance.



4. To deal with others as we would have them deal with us. In particular, we must:
  - Recognize the personal contribution of everyone in the company to our business success;
  - Provide support and co-operation so that each of us can realize our full potential;
  - Encourage each other to contribute ideas which will enable us all to become more effective;
  - Be sensitive to each other's needs and create a climate which encourages long-term, satisfying employment
5. To persistently seek ways to maintain a competitive position in all our actions, but never to compromise our principles or the Company's long-term goal for the sake of short-term profit.
6. To expect a fair and reasonable reward for our efforts in the pursuit of excellence.

You may visit [www.fourseasons.com](http://www.fourseasons.com) to learn more about the Company, hotel locations and Residences.

Click on "About Us" at the bottom of the home page, to view and learn more about:

- Our Service Culture (Living Values)
- Four Seasons History
- Corporate Bios

## **MY FOUR SEASONS NEW YORK**

The Four Seasons Hotel, New York opened in June 1993 on 57 East 57<sup>th</sup> Street between Park and Madison Avenues. Today, it remains one of New York's tallest hotels offering travelers a distinctive hotel experience in the heart of mid-town Manhattan.

As the only I.M. Pei designed hotel in the western hemisphere, the 368-suite Four Seasons is referred to as an architectural landmark in New York City. With its timeless post-modernist design, spacious guest rooms, stunning views of the New York City skyline and friendly, efficient service, the hotel in its history has been awarded a record number of accolades including the prestigious Mobil Five Star and AAA Five Diamond awards. The Zagat Survey rated the hotel as the Best Hotel in the United States and the hotel was ranked the number one hotel in New York in Travel & Leisure and Conde Nast Traveler Magazines.

### **Architecture**

The Four Seasons Hotel New York, rising 682 feet and 52 floors, features a stunning Grand Foyer with a 33-foot-high back lit ceiling and monumental floor-to-ceiling pillars circled by an upper-tier lobby lounge.

Architect I.M. Pei, who designed this space to be a true arrival area in the heart of the city's premier shopping and business district, stated: "We wanted the Four Seasons hotel to continue the grand tradition from a time when going to a hotel was an occasion. Its emphasis is on celebrating the luxury hotel experience, with interiors designed around personal service and discreet ceremony." Food & Beverage outlets are terraced back from the Grand Foyer to provide a gracious stage for socializing by New Yorkers and international travelers alike, adding to the sense of theater. "For hotel guests, the small number of rooms on each floor conveys more of a sense of home than that of a hotel," said Mr. Pei.

The hotel's interior and exterior are clad in the same Magny limestone selected by Pei for the interior of the Louvre expansion in Paris. The four-story base occupies the entire depth between 57<sup>th</sup> and 58<sup>th</sup> Streets and rises in a series of setbacks each marked by the 12-foot high lanterns and outdoor terraces.

### **Guest Rooms**

Four Seasons Hotel New York offers 368 ultra-spacious Manhattan luxury suites, each a sanctuary with comforts more reminiscent of a private residence. The 52-story art deco building, provides guests with panoramic views of Central Park and Manhattan's most celebrated landmarks. Accommodations are filled with natural light, contemporary custom furnishings and state of the art technology. The accommodations are among the city's largest, starting at 500 square feet. There are also the hotel's Specialty Suites including the Royal Suite located on the 32nd floor, the Gotham Suite on the 50th floor, Two Presidential Suites on the 51st floor and the Ty Warner Penthouse on the 52nd floor. The Penthouse was designed by Peter Marino, I.M. Pei and Ty Warner. This unique accommodation is truly the crown jewel in Manhattan's ultra-luxury hotel with one-of-a-kind furnishings and original works by international artists such as Deborah Thomas. For over two decades, Four Seasons Hotel New York has consistently set the bar for quintessential Manhattan residential living.

### **Food & Beverage**

Our Food and Beverage division includes The Garden, Ty Bar, Room Service, Banquets & Catering, Stewarding, Culinary/Pastry.

FOUR SEASONS HOTELS &amp; RESORTS

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### Meeting Rooms

Our elegantly appointed meeting rooms comprise our hotel's meeting facilities. Seven are located on the same floor, and are equipped with state-of-the-art audiovisual equipment, including back screen projection. The Cosmopolitan Suite, reflects the contemporary décor of the hotel's lobby. Impressive for meetings or events, introducing FIFTY7, a dramatic new event space at Four Seasons Hotel New York. Steps above the lobby, this is a one-of-a-kind venue, inspired by architect I.M. Pei and brought to life by Ty Warner, the Hotel's owner, and world-renowned designer Pierre-Yves Rochon. The modern Art Deco design combines grandeur and intimacy. It features 21-foot high ceilings, measuring 3,200 square feet with a built-in show kitchen (visible or invisible) and two state-of-the-art digital screens. Capacities in our Meeting Rooms range from 10 to 225 persons for a reception and up to 160 for a sit-down dinner. A separate Business Center features free-standing computer terminals, portable phones and modem hook-up, as well as secretarial and translation service and fax.

### Spa

L. Raphael Beauty Spa at Four Seasons Hotel New York features a sophisticated menu that includes a variety of massage, facial and body treatments. Waxing services are offered, and a private nail suite was created to accommodate manicures and pedicures. In addition, a state-of-the-art fitness center featuring individual flat screen TVs for cardiovascular equipment is also available. There are also separate men's and women's locker rooms, saunas, whirlpools and steam rooms.

Please visit [www.fourseasons.com](http://www.fourseasons.com) for more information on the Company and Hotel Locations.

FOUR SEASONS HOTELS &amp; RESORTS

EMPACT<sup>SM</sup>

## I AM A FOUR SEASONS EMPLOYEE

Four Seasons takes great care to select the best person for every job. You have been chosen as an employee of the Four Seasons Hotel New York team because of your skills, knowledge and experience, and above all your desire to contribute positively to the working atmosphere and willingness to meet the needs of our guests, residents, partners and other employees.

Four Seasons will continue to succeed because of you. It will maintain this leading position in the luxury hotel market only if you consistently strive to do your very best by respecting and upholding our goals, beliefs and operating principles. These standards speak to the ethics and integrity each member of our team must exhibit in the execution of their duties. Four Seasons provides options for employees to report / share any violations of these standards that they have witnessed to ensure corporate accountability.

To enforce these behaviors there are a number of policies in place. As a new employee you will be asked to review and provide your acknowledgement on several of these policies, depending on the scope and nature of your position.

### GUEST SERVICE

I believe that each of us has dignity and a need for pride and satisfaction in what we do. Because customer satisfaction depends on the united efforts of many, I am most successful when I work together cooperatively with everyone, and respect the contribution and importance of my fellow workers.

I will consider every guest who visits our hotel an extremely important person. It is my job to provide each guest with a level of service that is consistently excellent.

### EMPLOYEE POLICIES

Upon hire at Four Seasons Hotel New York, or reissuance of EmPact<sup>SM</sup>, I was presented with the following policies, which I read and signed in acknowledgement:

<ul style="list-style-type: none"><li>• Code of Business Conduct and Ethics</li></ul>	<ul style="list-style-type: none"><li>• Electronic Systems/ Social Networking</li></ul>
<ul style="list-style-type: none"><li>• Confidentiality Agreement</li></ul>	<ul style="list-style-type: none"><li>• Harassment</li></ul>
<ul style="list-style-type: none"><li>• Grooming</li></ul>	

I understand that if I behave in a manner that is inconsistent with these policies, and/or the policies referenced herein, and as may be amended from time to time by Four Seasons, I may be subject to disciplinary action up to and including immediate termination and that legal action may be brought against me.

While certain policies are described in EmPact<sup>SM</sup>, the current signed policy documents govern in the event of any discrepancies or conflicts between EmPact<sup>SM</sup> and those documents. The above mentioned policies may be obtained from your Director of Human Resources. The signed policies are kept in my personnel file in Human Resources.

FOUR SEASONS HOTELS &amp; RESORTS

EMPACT<sup>SM</sup>**EQUAL EMPLOYMENT OPPORTUNITY & DIVERSITY**

Our guests and employees come from every part of the world. Our languages, religious beliefs, cultures and traditions are varied and may not be familiar to each of us. Our goal is that each person will feel respected and welcomed, and will sense our wish to understand and value each other's differences.

We will respect the customs and traditions of our guests and employees in all circumstances, except where doing so will be in breach of the law. If I feel, at any time, that the comments or actions of management, guests or employees are offensive, I will immediately talk to the Director of Human Resources or the General Manager.

We will treat every employee with dignity and respect. We strive to be fair and just. We always endeavor to select and retain the best-qualified individuals based upon job-related qualifications and regardless of race, color, religion, sex, (including pregnancy, childbirth, related medical conditions, gender identity, gender expression, transgender status, and sex stereotyping), sexual orientation, a caregiver (a person who provides "direct and on-going" care for a minor child or a care recipient), national origin, ancestry, citizenship, age, military service or veteran status, disability, medical condition, marital status, genetic information, or any protected group status under the law. This policy includes recruitment, selection, development, transfers, promotions, scheduling, learning assignments, discipline, compensation, benefits, separation, or any other term of employment under EmPact<sup>SM</sup>.

We will not permit intimidation, coercion or harassment or retaliation of any kind. If I feel that I am the subject of such behavior, I will bring the situation to the attention of the Director of Human Resources immediately and may pursue the appropriate steps of C.A.R.E. (page 54). In the absence of the Director of Human Resources, I will report my complaint to any member of the Planning Committee, including the General Manager, or the Human Resources staff.

**DISCRIMINATION**

Four Seasons is committed to providing a workplace in which I am treated in a non-discriminatory manner. I will treat all fellow employees with regard to all conditions of employment in a manner consistent with all federal, provincial, state and local equal opportunity laws. I shall not discriminate against any employee on the basis of race, color, sex, gender (including gender identity and gender expression), national origin, ancestry, citizenship, religion, creed, age, medical condition, pregnancy, marital status, disability, sexual orientation, a caregiver (a person who provides "direct and on-going" care for a minor child or a care recipient), genetic information, military service or veteran status, or other protected status under federal, provincial, state or local law. This policy includes recruitment, selection, development, transfers, promotions, scheduling, learning assignments, discipline, compensation, benefits, separation, or any other term of employment. In addition, discrimination (and harassment) based on a perception that an individual is in any of these protected categories, or is associated with a person who is (or is perceived as being) in any of these protected categories, also are prohibited.

Four Seasons also provides reasonable accommodations to enable qualified individuals with a disability to perform the essential functions of a job currently held, when the request has been made known by the employee to the Human Resources Office. Please refer to the reasonable accommodation section of EmPact for more information.



FOUR SEASONS HOTELS &amp; RESORTS

EMPACT<sup>SM</sup>**OUR POLICY AGAINST HARASSMENT**

Four Seasons is committed to creating and maintaining a work environment that is free from any type of harassment, one which is designed to permit and encourage me to achieve my highest level of personal productivity and quality of life. This environment is one that is fair, humane and responsible—an environment that supports, nurtures, and rewards career goals on the basis of such relevant factors as ability and work performance.

Four Seasons is committed to providing a workplace in which I am treated in a non-discriminatory manner. This policy strictly prohibits acts of harassment by, or against, me on the basis of race, color, sex, gender (including gender identity and gender expression), national origin, ancestry, citizenship, religion, creed, age, medical condition, pregnancy, marital status, disability, sexual orientation, genetic information, military service or veteran status, or other protected status under federal, state or local law. This policy applies to all people involved in the operations of the Hotel, and prohibits such harassment by any employee, including supervisors and co-workers, as well as independent contractors. In addition, all reasonable steps will be taken to protect me from harassment by non-employees. Violation of this policy against unlawful harassment will result in discipline up to and including immediate termination.

The harassment precluded by this policy includes any harassment against an individual because that individual is perceived to have any of the characteristics mentioned above or is associated with a person who has or is perceived to have any such characteristic.

Prohibited harassment includes, but is not limited to, the following:

- Verbal harassment, such as name-calling, derogatory comments, jokes or slurs, and unwelcome sexual advances, invitations or comments; any form of intimidation;
- Visual harassment, such as derogatory posters, cartoons, drawings, emails, text messages, electronic images, and gestures, or sending suggestive, obscene or inappropriate letters, emails or notes;
- Physical harassment, such as patting, pinching, touching, blocking normal movements, and other interference with work;
- Threats or demands to submit to sexual requests to keep my job or avoid some other loss, and offers of job benefits in return for sexual favors;
- Continuing to express sexual or inappropriate interest after being informed that the interest is unwelcome.

The Company also strictly prohibits retaliating against any employee who reports or threatens to report unlawful harassment or discrimination or who cooperates with an investigation of a complaint, or supported such a complaint.

Retaliation is absolutely prohibited and can consist of threats, reprimands, negative performance evaluations, hazing, intimidation, and any other types of adverse treatment by a manager or co-worker. Any employee who engages in retaliation will be disciplined, up to and including immediate termination.

Conduct of Four Seasons employees while performing their duties outside the workplace shall also be governed by this policy.

**FOUR SEASONS HOTELS & RESORTS****EMPACT<sup>SM</sup>**

If I wish to report a claim of harassment, I should speak with my immediate supervisor, the Director of Human Resources, or any member of the Planning Committee. In the absence of the Director of Human Resources, I may report my complaint to any member of the Human Resources staff. A prompt, thorough and objective investigation of all allegations of unlawful harassment will be conducted.

If it is determined that prohibited harassment has occurred, the Company will take appropriate action and act to deter any future harassment or retaliation.

I understand that it is my responsibility to promptly report any incidents of harassment so that complaints and problems can be quickly and fairly resolved.

I understand that the Company has a legal obligation to investigate claims of unlawful harassment. However, the Company will be as discreet as possible, and in the course of conducting its review will discuss my concerns only with those whom the Company determines necessary in order to conduct a proper investigation and achieve an effective resolution. Further, as mentioned above, the Company will not tolerate any retaliation against me or any person who registers a complaint of illegal harassment or supports a co-worker's complaint.

**WORKPLACE VIOLENCE**

It is the policy of the Four Seasons Hotel, New York that all employees have the right to work in an environment free from all forms of threats or acts of violence. Any threats or acts of violence in any form towards employees, applicants, guests, visitors, or suppliers will not be condoned or tolerated. My hotel will take direct and immediate action to prevent such behavior and to investigate thoroughly all reported threats or acts of violence. Any and all threats are to be taken seriously and they include:

- Threat is defined as a verbal or written expression or an act of physical aggression to scare, frighten, terrorize, or harm another. This includes hand gestures and body language.
- Violence is defined as an act of physical force or aggression that is capable of causing harm, injury or death to myself, others, or damage to property. Violence includes abuse of authority, intimidating or harassing behavior and threats.
- I may not explicitly or implicitly threaten or commit an act of violence against another person. We also prohibit guests, visitors, or vendors from engaging in threats or violence at the Hotel.
- I may not make threatening remarks either verbally or in writing to another person. Such conduct is strictly prohibited and may be subject to disciplinary action up to and including termination.

I am furthermore responsible for assisting in the prevention of threatening behavior and acts of violence through the following means:

- Refraining from participation in, or the encouragement of, actions that could be perceived as threatening or violent.
- Reporting any threat of violence to the manager or Director of Human Resources. If the manager or supervisor is involved in the threat, then it should be reported to the next level up or to Human Resources.
- Assisting an employee who confides that he or she is a victim by encouraging him or her to report the incident to a manager.

FOUR SEASONS HOTELS &amp; RESORTS

EMPACT<sup>SM</sup>**WHISTLEBLOWER/ETHICAL BEHAVIOR POLICY**

I should use the following procedure to address any concerns I may have about dishonest or fraudulent behavior in the course of my employment. At my request, the Director of Human Resources may assist me at any point in this complaint process.

It is my obligation to immediately report any hotel activity or employee conduct that I believe is dishonest or fraudulent to my supervisor. If for any reason it is not appropriate to report my concern to my supervisor, I may directly contact my "two-up" supervisor. If it is not appropriate to report my concern to my "two-up" supervisor, I may contact my General Manager or Regional/Senior Vice-President. I will be cautious not to make baseless allegations, which are made with intentional disregard to the truth. I further understand that I am subject to discipline up to and including immediate termination if I do so.

The Company has also engaged a third party called Convercent, which provides me with the option to submit, on a confidential and anonymous basis (to the fullest extent possible consistent with applicable law), good faith reports relating to violations of the Code of Business Conduct and Ethics. If I have a good faith concern about illegal or unethical behavior I can report the concern either online at <http://ethics.fourseasons.com> or over the phone. The phone number for my location can be found on the web portal by clicking on the "Share a Concern" button and selecting the appropriate country. Should I have any questions regarding this process I can contact my HR Department for assistance.

I understand that I may not be guaranteed confidentiality and that no report is "off the record." However, the Hotel will keep my identity confidential, unless: (1) I agree to be identified; (2) my identity is necessary to allow the Hotel to adequately investigate the allegation; or (3) my identity is required to be disclosed to another person, including the accused employee(s) or a government agency, by law.

The Hotel will make every attempt to protect me against retaliation, which can consist of threats, reprimands, negative performance evaluations, hazing, intimidation, and any other type of adverse treatment by a supervisor or co-worker. Any employee who engages in retaliation will be disciplined, up to and including immediate termination. Supervisors and other employees will be regularly reminded that hiring, performance/salary review, discipline, transfer, promotion, termination and other work related decisions must solely be based on work related criteria.

If any Hotel activity or employee conduct relates to an accounting or audit matter that I believe is dishonest or fraudulent, it is my obligation to report such activity or conduct to the Executive Vice-President and General Counsel of Four Seasons with a copy to the Chair of the Audit Committee of Four Seasons. I may refer to the Four Seasons Employee Complaints Procedures for Accounting and Auditing Matters for guidance on how to best contact the Executive Vice-President and General Counsel. I can obtain a copy of these procedures from my Director of Human Resources.

**CONFIDENTIALITY**

I understand that in the course of my employment at The Four Seasons Hotel New York I will receive or may have access to, certain proprietary information. I acknowledge that the proprietary information constitutes a valuable asset, which Four Seasons wishes to protect. In addition, I understand that I may have access to personal and/or business information regarding the guests, residential owners, prospective residential owners, and employees (other than my own employee information) of Four Seasons including all employees of Four Seasons Hotels Limited or its affiliates. I acknowledge that maintaining the confidentiality of this information is critically important to the business of Four Seasons.

I understand that proprietary information includes, but is not limited to: trade secrets, operating

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techniques, all procedures and methods, product specifications, customer and prospective customer lists, marketing techniques, prospective acquisitions, vendor information, drawings, plan sketches, documents, equipment and the like, training manuals, records and memoranda and financial reports. It does not include any information that has become generally known to or is available for use by the public, information regarding my own employment or information about other employees that they have voluntarily shared with me, or financial information in furtherance of negotiating terms and conditions of employment.

I understand that I should not disclose or use any Four Seasons proprietary information except as needed for the performance of my duties for Four Seasons. I will keep all material containing or relating to Four Seasons proprietary information plainly marked to indicate its confidential nature, and will return all such material at the time of my departure from Four Seasons. I will not make or retain any copies of such material.

Guest proprietary information includes all information regarding a past, current or potential guest/prospective residential owner. I understand that guest information may only be shared on a "need to know basis" with other employees of Four Seasons. I shall not use or disclose any guest information except when authorized by the Hotel.

My obligation to refrain from using or disclosing proprietary, guest or employee information extends beyond the termination of my employment with Four Seasons until such time as such information has become generally known or otherwise available for use by the public other than by my own act or omission.

I also understand that I have absolutely no expectation of privacy with regard to any communications or transmissions on any Hotel equipment, including but not limited to computers, telephones, personal digital assistants, cellular telephones, etc.

I understand that violation of this Guest and Employee Privacy Policy is grounds for immediate termination. If I have any questions, I will speak to the Director of Human Resources. I understand that nothing in this Policy shall take away or infringe any of my rights under federal labor laws, including the National Labor Relations Act.

#### **ALCOHOL AND DRUG POLICY**

Four Seasons firmly believes that it is in the interests of our guests, our employees and the image of the Company to take all reasonable steps to ensure that the workplace is maintained as an environment in which the abuse of alcohol and use of illegal drugs is eliminated.

I may not use, possess, transfer, distribute, manufacture, or sell alcohol (unless in the performance of a legitimate job function), drugs, or drug paraphernalia while on Four Seasons property, while on duty, while on an on-call status, or while operating a vehicle or equipment that is owned or leased by Four Seasons, unless in the performance of legitimate job functions. In addition, I may not report for work, go on duty or remain on duty or on an on-call status, while under the influence of or impaired by any illegal drug or alcohol. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law and I improperly use or possess the drug regardless of whether such conduct constitutes an illegal act or whether I am criminally prosecuted and/or convicted for such conduct. The term "Illegal drugs" includes prescription drugs not legally obtained and prescription drugs not being used for prescribed purposes. The term also includes drugs that are illegal under either Federal or State laws, which include marijuana. A "legal drug" includes prescribed drugs and over-the-counter drugs which have been obtained legally and are used for the purpose for which they were prescribed or



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manufactured. If I am found in violation of this policy, I will be subject to disciplinary action, up to and including discharge.

Under limited circumstances in the performance of a legitimate job function, such as client entertainment, or attending an employee function at which authorized alcohol is served, I may use alcohol in moderation. It is the right, obligation and intent of Four Seasons to maintain a safe, healthy and efficient working environment for all of our employees and to protect Four Seasons' guests and property.

If I seek assistance for alcohol or drug abuse, Four Seasons will refer me to qualified counseling. Requests for assistance following a suspected violation of the Drug and Alcohol Policy or following a positive drug or alcohol test, however, will not necessarily shield me from discipline or discharge.

I will be held to the same standards of job performance and behavior as any other employee, even if my unsatisfactory behavior or performance is related to my use of drugs or alcohol. Where a supervisor has reasonable cause to suspect that I may be under the influence of alcohol or drugs, or may be in violation of this Drug and Alcohol Policy, I may be required, as a condition of continued employment, to undertake an appropriate test. Four Seasons will not engage in random testing of existing employees. Reasonable cause includes, but is not limited to:

- A. Accidents that require off-site medical treatment or lost time or where negligent behavior/performance appears to be a contributing factor;
- B. Any incident of threatening behavior or antagonistic argument;
- C. Signs of abuse such as:

Dilated pupils	Red eyes	Unusual behavior	Smell of alcohol on breath	Poor exercise of judgment
Slurred speech	Imbalance	Poor coordination	Possession of drug paraphernalia	Reliable reports from others

I will be asked to sign a consent form before undergoing screening in cases of reasonable cause. Should I refuse to sign the consent form, or fail to complete the screening, I will be subject to automatic termination.

If my test is positive, or non-conclusive due to tampering, adulteration and/or dilution of the sample, I will be subject to termination. Under appropriate circumstances, and at the sole discretion of management, I may be allowed an opportunity for counseling in lieu of discharge. Further, a negative test result will not limit Four Seasons' right to discipline me for any other work rule violation or performance failure which may have occurred.

"Under the influence" means, for purposes of this policy, a drug or alcohol or the combination of drugs and alcohol affecting me in any detectable manner. A determination of "under the influence" can be established by a professional opinion, a scientifically valid test and, in some cases, by a layperson's observation or opinion. A positive drug/alcohol test result will be deemed "under the influence."



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## **MY HOTEL POLICIES & COMMUNICATIONS**

### **ATTENDANCE**

The success of The Four Seasons Hotel New York depends on a team effort. I, just like my fellow employees, need to be at work regularly to provide the quality service expected by our guests. My absence or tardiness puts an extra burden on the rest of the Four Seasons Hotel New York team.

If I cannot come to work, I will contact my supervisor at least two hours before my shift starts. I will report my absence myself. I may use the phone, voice mail, phone text, or email to initially report my absence. I will then call to ensure the message was received. If I cannot make actual voice contact with my supervisor, then I will leave a phone number where I can be reached. If I choose not to leave a phone number, then I will continue to call back until voice contact is made.

I understand that I must remain reachable, by phone, during the time of my illness.

If for some reason I cannot reach my supervisor, I will call Security and report:

- My name and department.
- The time I was scheduled to start work.
- The reason I am unable to report.
- When I expect to be in and a phone number where I can be reached.

If I am absent more than one day, I will report to my supervisor each day unless other arrangements are made. I may be required to submit a doctor's certificate, if I am absent due to illness. If I ever walk off the job during my scheduled shift, the Hotel will consider me to have voluntarily resigned.

If I am absent and fail to call my supervisor for three consecutive days, The Hotel will consider that I have voluntarily resigned.

There is a clear connection between my attendance and my success at The Four Seasons Hotel New York. Frequent or unexplained absences (other than approved FMLA, or workers' compensation related absences, or other time off allowed by the law), or tardiness, will seriously harm my chances for promotion or transfer, and is cause for disciplinary action including termination.

### **EMPLOYEE ENTRANCE**

I will enter and exit the Hotel through the employee entrance on East 58<sup>th</sup> Street, and will use no other entrance except as part of my assigned job duties. The Loading Dock is not an acceptable entrance or exit.

If I am an hourly employee, I will enter the building no earlier than 15 minutes before the beginning of my shift and leave no later than 15 minutes after the end of my shift, unless my supervisor requests otherwise. I will not enter the hotel unless I am scheduled for work, picking up my paycheck or have received prior permission from my supervisor.

### **IDENTIFICATION**

I will be issued an identification card to validate my employment at The Four Seasons Hotel New York by the Security Department. This will admit me to the hotel and provide me with identification while I

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am on shift. At the beginning of my shift I will use my employee ID number to clock into the E-Time system and to clock out at the conclusion of my shift.

I will also receive a nametag, which must be worn at all times, while I am in the Hotel. If I lose my nametag or identification card, I will be asked to pay a replacement fee. I must inform my supervisor, and see Security to obtain a new name tag or identification card.

If I terminate employment with The Four Seasons Hotel New York, I will return my identification card and nametag to the Security Department.

**FIRE AND EMERGENCY PROCEDURES**

I will learn the location of all fire alarm stations and how they operate. If I discover a fire or smell smoke I will sound the Hotel fire alarm immediately.

The telephone operator will notify the Fire Department when an alarm is transmitted.

As soon as I have sounded the alarm I will evacuate, if possible, or proceed to the nearest safe area. Once I am in a safe area, I will call 5911 to inform the telephone operator of the location and nature of the fire.

If I am working on a guest floor when an alarm sounds, I will listen for instructions and leave the area, closing all doors behind me. I will assist Hotel guests, particularly the disabled, to the nearest exit.

If I am working in a food and beverage outlet or banquet area, I will assist the patrons to the nearest street exit.

I will not use the elevators if there is a fire alarm. Elevator shafts are like chimneys. Smoke could enter the elevator shaft and asphyxiate anyone trying to evacuate the building, or become inoperative trapping occupants. I will remain calm.

**WORKPLACE SAFETY**

Safety is important to all of us - to me, my fellow employees, our guests and The Four Seasons Hotel New York. Making and keeping a safe working environment is as much my responsibility as of The Four Seasons Hotel New York.

Only by working together as a team with consideration for one another can we enjoy a safe, healthy working environment. In order to create and maintain a safe working environment, I will follow these policies:

- Read, be familiar with and follow all safety measures presented to me in training and orientation;
- Report any unsafe conditions or potential hazards to my supervisor or other management representative immediately;
- Report any accident or injury which occurs to me, a fellow employee, or a guest of the Hotel to my supervisor or other management representative immediately.
- Read and follow operating instructions on any equipment or machinery I may use; and Report any repairs or maintenance needed on any equipment or machinery I may use.

I am furthermore responsible for maintaining workplace safety by assisting in the prevention of threatening behavior and acts of workplace violence through the following means:

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- Refraining from participation in, or the encouragement of, actions that could be perceived as threatening or violent (such as physical aggression, or the possession of weapons);
- Reporting any threats of violence or workplace violence to my supervisor or the Director of Human Resources immediately;
- Assisting an employee who confides in me that he/she is a victim, of either domestic or workplace violence, by encouraging the employee to report the incident to their supervisor or the Director of Human Resources immediately.

**ACTIVE SHOOTER**

In the unlikely event that of an active shooter situation, my safety is the number one priority. Active shooter incidents are often unpredictable and evolve quickly. Should this situation arise, I will follow the below instructions from the Department of Homeland Security to best handle the situation at hand.

When an active shooter is in my vicinity, I should; run, hide, fight as explained below:

**RUN**

- Have an escape route and plan in mind
- Leave your belongings behind
- Keep your hands visible

**HIDE**

- Hide in an area out of the shooter's view
- Block the entry to your hiding place and lock the door
- Silence your cell phone and turn off the lights

**FIGHT**

- As a last resort and only when your life is immediate danger
- Attempt to overpower the shooter
- Act with as much physical aggression as you can.

I will call 911 only when it is safe to do so. If I am able to call 911 to report the Active Shooter Situation, I should provide the following information, if known.

- How many Shooters
- Location of Shooters
- Physical description
- Number and types of weapons used
- Number of victims

When law enforcement arrives, I should respond as follows:

- Remain calm and follow instructions
- Put down any items in my hands such as bags & jackets
- Raise my hands
- Keep my hands visible at all times
- I will try to avoid pointing, screaming or yelling
- I will not stop Officers to ask questions or to ask for help when evacuating

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If I have any questions about how to respond in an active shooter situation, I may see Human Resources or the Director of Security.

**WORK INJURIES**

I will report all on-the-job injuries, no matter how slight, to my supervisor immediately. I will then complete an accident report in Security, which will serve as documentation in the event I have medical bills or lose time from work.

I can obtain first aid supplies for minor injuries from my supervisor or Security. If I need additional treatment, Security will arrange to have me taken to a medical clinic or a hospital. Benefits for on-the-job injuries will be paid under the provisions of the New York State Workers' Compensation law.

**MY FOUR SEASONS IMAGE**

**Uniforms:** If I am required to wear a uniform, it will be supplied and laundered free of charge. The uniform attendant will issue a fresh uniform in exchange for a soiled one. My appearance is important and I will change my uniform regularly. I am responsible for turning in my uniform for cleaning. Uniforms are not to be removed from Hotel premises unless while worn during an authorized break period.

**My Four Seasons Image:** Four Seasons is a brand that represents luxury, elegance, innovation, and sophistication. I play a significant role in representing the brand through my interactions with guests and therefore, it is essential that I support this Four Seasons image by maintaining a look that is both stylish and professional. I will be tasteful and stylish in my attire, hair style and accessories. I will ensure that I look my best every day. The following, specific guidelines will assist me in achieving this:

Four Seasons has taken great care to select uniform attire that reflects the image of Four Seasons Hotels. I should wear my uniform with pride and ensure that my clothes are always clean and crisply pressed. If I do not wear a uniform, my own professional clothing should be complimentary in style, color and fabric. For example, socks should coordinate with my attire/uniform color and skirt lengths should be appropriate for a professional work environment. Hosiery must be worn when wearing dresses or skirts during winter months. In Summer months, hosiery is optional. If not wearing hosiery, legs must be clean shaven and presentable.

Shoes should be well polished and appropriate for the work area, keeping safety in mind. Shoes should be in good business taste, professional and classic in style. Employees are not required to wear shoes with a heel. If flat shoes are worn, they must have a structured sole rather than be a ballet type slipper/shoe.

Jewelry should be minimal and stylish so as not to distract from my Four Seasons image. No more than two simple rings per hand. Rings are limited to one per hand with a wedding set counting as one. Earrings are limited to one matched pair and must be worn at the bottom of the earlobe. Earrings must be simple and cannot exceed 1" in diameter and length. No more than one necklace and one bracelet may be worn at a time. Visible body piercings and gauges are not permitted.

No other buttons, pins or decorations aside from my Four Seasons name tag and service award pin are permitted. My Four Seasons name tag must be worn at all times.

Visible tattoos are permitted only in areas where they are compatible with the uniform and the image of the department, and provided they are discreet and do not display offensive words or drawings and are not visible above the collarbone or below the wrist. All visible tattoos must be approved by the respective Division Head.

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My hair should convey a clean, professional, and natural look. Hair, if not short such that it does not extend below the top of the collar, should be pulled back and securely fastened to keep from falling forward into the face. It should be simple and without extreme colors or designs. Long hair may be tied back with accessories made of natural looking materials (ribbons, beads, feathers or glitter are not acceptable).

Facial hair is discouraged, but mustaches are permitted if neatly trimmed and do not extend below the top lip. Thin lines, patches, and designs are not acceptable. Partial growth of mustaches' is not acceptable while working and Employees may only grow out their mustache during extended time off, including vacation time, but in these instances, the Employee must return to work in compliance with this policy. Sideburns should not be grown below the earlobe. Beards and goatees are prohibited.

Those working in areas where food is handled or served or within the Laundry and Housekeeping departments may be required to adhere to more stringent standards to ensure sanitary conditions. It is the policy of the Hotel that if any of these Employees wears a beard for any reason, he/she must also wear a beard net or beard cover for sanitary purposes.

Good personal hygiene is required. My makeup should be subtle, tasteful and appropriate for the work setting and time of day. My hands and nails should be clean and well-manicured. Nail designs, extreme colors or length of nails are not permitted. In food preparation and service areas, food service regulations will take precedence. An excessive amount of perfume or cologne is offensive to most people so I will use discretion.

You will receive a more detailed grooming policy for your position on your first day of employment.

Four Seasons will consider accommodating the medical, religious or other protected classification requirements of an employee unless this results in undue hardship on the conduct of its business. An employee should immediately contact Human Resources if he or she seeks an exemption from this Policy based on such requirements.

**LOCKER ROOM**

If I am required to wear a uniform, I will be issued a locker. I will ensure that it is kept locked, as The Four Seasons Hotel New York will not assume responsibility for missing items. Unannounced locker inspections will be performed periodically; announced sanitation sprays will be performed as well. I will keep my locker clean and help to keep the locker room tidy. I will not carry food into the locker room.

The locker room contains showers and toilet facilities for my use. I will not use any guest toilet facility in the public areas or guest rooms.

**GUEST AND RESIDENT FACILITIES**

Unless I am on a work assignment, I will not be on the guest/residence floors, in guestrooms, or in any other public areas of the Hotel. I will remain in my own work area and those areas of the Hotel specifically designed for my personal use, and will utilize the most direct or authorized route to and from my work area and the employees' facility areas.

If I have family or friends staying in the Hotel, I will obtain permission from my Division Head before visiting them.



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Guest/Residence elevators are for guest/resident use only, and I will use them only if specifically authorized by my supervisor. I will use the service elevators, which are provided for me.

The Four Seasons Hotel New York facilities are for the use of our guests, residents and patrons. If I wish to use one of the facilities, I will first obtain permission from my Division Head, who will make arrangements with the department manager. I will not be able to use the facility if I have not received prior approval.

**GUEST, RESIDENT AND EMPLOYEE SECURITY**

I understand that in the course of my employment at The Four Seasons Hotel New York, I may receive or have access to confidential information about a past, current or potential guest, resident, the Hotel or my fellow employees. This information is strictly confidential and I will only share it if I have been given proper permission. I will be given further information regarding the Confidentiality Agreement during my orientation and I should always ask my supervisor if I have any questions regarding this policy.

I further understand that I am responsible for exercising reasonable care in the protection and security of our guests, residents, fellow employees, buildings, equipment and supplies. My awareness and assistance with the following will be a tremendous asset in this effort:

- \* Never open a guest room door for anyone. If a guest has lost his/her key, escort the guest to the Front Desk to get another key.
- \* Never give out a key without positively identifying the guest.
- \* Do not discuss who is staying/living in the Hotel at any time or give out a guest's/resident's name, room number or any other information about their stay/residence.
- \* Do not leave cash banks, hotel keys or hotel issued devices unattended.

**HUMAN RESOURCES RECORDS**

Human Resources records are paperless. I may access basic information by logging into my personal Workday account. If I am looking for a specific item in my file, I will contact Human Resources for assistance.

I will keep the information in my file up to date. If any of the following items change during my employment, I will update my Workday profile within 30 days:

• Name	• Marital status
• Address	
• Telephone number	
• People to notify in an emergency	

**LOST AND FOUND**

If I find a lost and found item, I am to notify Security immediately. Security will then come to my location to collect the item. If I find this item in a guest room, I must still follow this procedure; however, if Security does not come to the guest room prior to me leaving the room, the item must remain inside the

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guest room. I understand that failure to notify Security or turn in items to Security will result in termination of my employment.

**PACKAGE PASSES**

Any package leaving the Hotel is subject to inspection by the Security Officer on shift or a member of management. If I leave the Hotel with any item other than my personal belongings, I will first obtain a "package pass" approved by a Planning Committee Member. Any Item removed from the hotel requires a package pass.

Food, flowers and non-alcoholic beverages are not allowed to leave the building. Alcoholic beverages are not allowed to leave the building unless authorized by the General Manager, Hotel Manager or Director of Food and Beverage.

Laptop bags, back packs, tote bags, purses and other handbags may be inspected by the Security Officer on duty at my departure from the hotel, or a member of management conducting security-related investigations. If I do not agree with an inspection request, I may be disciplined up to and including termination.

**SOLICITATION**

The Four Seasons Hotel New York feels very strongly that working time is for work and therefore solicitation is not permitted during working time. This is for my protection and to avoid any disruption in my workday.

Additionally, I will not solicit other employees for social, charitable or other organizations during working time. I also understand the solicitation of guests, at any time for any purpose is completely inappropriate. The exceptions are management approved participation in the Terry Fox run every October.

Persons not employed by the Four Seasons Hotel New York cannot solicit or distribute, for any purpose, anywhere or at any time on the Hotel property without written authorization of the General Manager. I understand that violation of any part of this policy will be subject to appropriate disciplinary action.

**SMOKING**

State Law prohibits smoking anywhere on Hotel premises. I will use tobacco, e-cigarettes and vape pens only in designated areas outside the Hotel while on an authorized break. Employee use of tobacco products, e-cigarettes, and vape pens is prohibited on East 58<sup>th</sup> Street between Park and Madison Avenues and East 57<sup>th</sup> Street between Park and Madison Avenues. Use of tobacco products, e-cigarettes, and vape pens is permitted on Park and Madison Avenues only. Four Seasons uniforms and/or nametags must be covered while smoking in designated areas.

**TELEPHONE CALLS, PERSONAL MAIL AND ELECTRONIC DEVICES**

I will not receive personal phone calls or mail at work; the use of company property (e.g., telephones, cell phones, computers, tablets, the Internet, e-mail, fax machines, copy or postage machines) for personal use is not allowed. If I need to make a personal call I will do it during my meal break or rest period in a non-guest area; additionally, during these times I may also use the payphone located on the C3 level. If the Hotel receives an emergency call for me, the call will be directed to the Human Resources Office (or

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Security, if the call is received on Saturday or Sunday when HR is closed), which will ensure that I receive the message. All other callers will be asked to contact me during my off work time.

If I am working in a guest room and the telephone rings, I will not answer the call. The Hotel operator will take a message for the guest.

The use of all personal electronic devices (e.g. cell phones, headphones, bluetooths, tablets, smart watches, smart glasses, etc.) is not allowed during work time or in work areas and all devices must be switched off during work time regardless of where they are stored. I may use my personal electronic devices during my meal break and rest periods and only in designated, non-guest areas. Cell phones with camera capabilities may not be used in the locker rooms. The use of company property (e.g., telephones, cell phones, computers, tablets, the Internet, e-mail, fax machines, copy or postage machines) for personal use is not allowed, except in the case of dedicated computer and phone stations that have been designated for employee use.

Making or receiving personal telephone calls on the job is prohibited during an employee's working time in all areas of the Hotel.

**EMPLOYMENT AND/OR RELATIONSHIP OF RELATIVES OR INTIMATES**

My relatives or anyone with whom I have an intimate relationship will receive equal consideration with all other applicants for existing job openings. It is the policy, however, of The Four Seasons Hotel New York to avoid employment situations where potential problems of supervision, safety, security, morale, or conflicts of interest may exist or be perceived to exist. Relatives or intimates may not be employed within the same department, in the same job category, in positions where one is required to supervise the other, or in positions where one may have sensitive information regarding their relative or intimate partner. For the purposes of this policy, "relatives" include my spouse or qualified domestic partner, children, stepchildren, parents, stepparents, sisters, brothers, in-laws, aunts, uncles, nieces, nephews, grandparents and grandchildren, and qualified domestic partner's children, parents, stepparents, sisters, brothers, nieces, nephews, aunts, uncles, grandparents and grandchildren.

It is recognized that consensual relationships may arise between two employees. If I marry, become related to, or become intimately involved in such a relationship, I must continue to behave at all times in a professional manner which does not compromise my job performance, my professional integrity, or my independent judgment and which does not create any appearance of impropriety. If I become intimately involved in a relationship where one position is required to supervise the other, or in a position where one position may have sensitive information regarding their relative or intimate partner, I must immediately notify the Director of Human Resources or General Manager.

I understand that, if the Hotel determines that my relationship with another employee has caused any appearance of impropriety, or creates a conflict of interest, either or both parties to the relationship may be reassigned, disciplined, or terminated.

**WORK SCHEDULES**

Schedules are posted in each department by Monday for the upcoming week. Since our business fluctuates, my hours and preferred days off may not always be the same. It is my responsibility to know my work schedule.

Four Seasons Hotel New York will consider accommodating medical, religious or other protected classification requirements of an employee unless it results in undue hardship on the conduct of its

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business. I should immediately contact Human Resources if I seek an exemption from this policy based on such requirements.

**MEAL PERIODS**

If I am an hourly employee and work more than five hours during my workday, I am required to take a meal break. I am required to take this meal break when scheduled or as directed by my supervisor. I may not perform work during meal periods unless authorized in advance by my supervisor. Your meal break duration is determined by your position and will either be 30 minutes, 45 minutes, or 1 hour.

If I believe that I am not being given a meal period as required by Hotel policy and applicable law, I will **immediately** contact my supervisor. If for any reason I find it difficult to report this to my supervisor, I may directly contact the Human Resources department. If my concern is not addressed to my satisfaction, I may pursue the appropriate steps of C.A.R.E. (Page 54) to resolve my concern.

**EMPLOYEE RESTAURANT**

The employee restaurant, Three Below, is for the exclusive use of The Four Seasons Hotel New York employees and the invited guests of the Hotel. Family and friends cannot use this facility.

Three Below, is open seven days a week for coffee breaks, breakfast, lunch and dinner. Employees are permitted to have one meal per shift in Three Below. To maintain the professional image of The Four Seasons Hotel New York team, I will not eat in public areas or work areas. Food is not to be taken into work areas and no food and beverage can be removed from the hotel without my supervisor's specific approval.

**VISITORS**

If my family would like to see the Hotel, the Human Resources Office will be pleased to arrange a guided tour. The Four Seasons Hotel New York does not permit unauthorized visitors to enter the work area.

**VOLUNTARY SEPARATION**

If I wish to be eligible for rehire at any Four Seasons property, I am expected to give two weeks notice (but no more unless mutually agreed) to the Four Seasons Hotel New York, of my intention to voluntarily terminate my employment. I am not eligible for rehire unless I leave with an outstanding work record and provide two weeks notice. I may not request, or use any sick days or complimentary room nights during this two week notice period.

**EXIT INTERVIEW**

If I leave the Hotel for any reason, I will have an exit interview with a Human Resources representative prior to my receiving my final paycheck. This is to document the reason that I am leaving as well as to provide constructive feedback as to my experience as a Four Seasons employee. If applicable, my option to continue my benefits under COBRA will be explained at that time as well. I am expected to turn in all hotel property including such things as I.D. cards, nametag, keys, uniforms, cash banks, electronic devices, etc.

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EMPACT<sup>SM</sup>**RE-HIRE PRACTICE**

If my employment with The Four Seasons Hotel New York is terminated voluntarily, I may be eligible for re-hire with The Four Seasons Hotel New York or another Four Seasons property. I will be eligible only if I have consistently met my performance expectations and provide two weeks notice. My eligibility for re-hire will be determined solely by The Four Seasons Hotel New York. Eligibility for re-hire is not a guarantee of re-employment.

**EMPLOYEE PRIVACY**

The Four Seasons Hotel New York believes that each of us is entitled to keeping certain information private as between the Four Seasons Hotel New York, the owner(s) of the hotel, and me. Therefore, only the following information will be given by Human Resources, to any outside person or entity making an inquiry about my employment, or that of any current or past employee:

- Confirmation of employment;
- Date hired; and
- Position

In order for other information to be discussed, I must sign a release authorizing the Hotel to do so. Information required by law will be released accordingly, such as in response to Child Support agencies, Wage Garnishments, or other court orders.

**DRIVING MOTOR VEHICLES**

If I work in a position that requires me to drive or operate either a guest, resident, rental or hotel motor vehicle, I will be required to sign the Hotel's policy on driving motor vehicles on my first day of employment. I understand that periodic checks of my driving records will be conducted. I will also be responsible for advising my supervisor and Human Resources if my driver's license has been suspended at any time during my employment.

If I use any electronic devices (e.g. cell phone, smart phone, personal digital assistant, etc.) while driving a company vehicle on company business, I understand that I am expected to use a hands-free device at all times, and to pull-over when dialing, texting, instant messaging, answering, or engaging in any call.

**MOONLIGHTING AND OUTSIDE EMPLOYMENT**

I am free to have outside employment and activities, provided it does not affect my attendance, performance, or The Four Seasons Hotel New York reputation in the community. It normally may not commence during the period of time in which I am on any type of leave of absence (LOA) including but not limited to FMLA, PFL, sick or disability, personal leave or Workers Compensation. It may also not interfere with my return to work from a leave of absence. The only exception to this policy would be a mandated or approved Leave of Absence during a time of workforce reduction.

Except in cases where shared services have been approved between two or more Four Seasons Hotels/Resorts, I may not be simultaneously employed by more than one Four Seasons Hotel/Resort. My actions, behavior and performance at the two hotels are inextricably connected and cannot therefore be considered separate employment.



**HOTEL COMMUNICATIONS**

It is especially important to keep each other informed in our busy Hotel. The Four Seasons Hotel New York has designed ways to ensure I am always well informed. I understand that my own interest and effort are an essential part of good communication.

**Bulletin and Electronic Boards (LogIn)** - These are maintained to provide consistent information throughout the Hotel. I will check them daily to keep informed of the items that relate to my job and my working environment. I understand that I must have advance approval from the Human Resources department if I wish to advertise anything on the bulletin and electronic boards.

**Departmental Meetings** - Departmental meetings are held on a regular basis. They provide an informal means of exchanging information with my supervisor and my co-workers.

**Workday (myHR)** - Workday is the Human Resources Information System that stores all employee information. The Workday system, which is secure, electronic and interactive, allows me to access and update my own personal profile and update certain employment information online from anywhere, at any time.

**Human Resources Communication** - My Workday profile should be current. This enables the Hotel to reach me in an emergency and maintain my insurance and other benefits. I must report any changes immediately to the Human Resources office. Completion of training and educational courses will also be maintained for me in Workday.

**Open Door** - I understand that the management team of the Four Seasons Hotel New York strongly believes in open door communication and I should feel comfortable in offering my ideas and concerns. I am encouraged to first discuss my ideas or problems with my supervisor. If I feel that the matter is not resolved, or I still have questions, I may consult with my department head and then division head. I may discuss the issue at any time with the Human Resources department. I may also discuss my concerns with the General Manager if the issue is still not resolved. All members of management will maintain an open door for communication with me at all reasonable and convenient times. I may also follow the problem solving process as outlined under C.A.R.E. (Page 54)

**My Direct Line** - The Hotel has a Direct Line Committee, which is comprised of hourly employees selected from each department of the Hotel. The Committee meets privately with the General Manager/Hotel Manager on a monthly basis. The purpose of this group is to provide the General Manager/Hotel Manager with open and direct communication with all employees. I may choose to discuss any concerns, which I believe the General Manager needs to handle with the Direct Line Committee member from my department.

**Suggestions and Comments** - I may present suggestions or comments to my Manager or Human Resources at any time.

**Social Media and Networking** - In order to make our Company more accessible to current and potential guests, customers and employees, Four Seasons is represented on several social media sites. The use of all social media tools is reviewed in the Electronic Systems Policy.

FOUR SEASONS HOTELS & RESORTS

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## **PERFORMANCE & CAREER DEVELOPMENT**

### **PROOF OF AUTHORIZATION TO WORK**

Government regulations require all new employees to provide valid documentation of identity and authorization to work in this country. Upon hire, I presented my valid documents to Human Resources.

If my immigration or work status changes so that I am no longer authorized to legally work in this country, I will be immediately be removed from the work schedule until I can provide valid documentation of identity and authorization to once again work in this country.

If I am unable to obtain and provide valid documentation of authorization to work in this country within a reasonable period of time (as determined by the Four Seasons Hotel New York), my employment will terminate.

### **PROBATIONARY/INTRODUCTORY PERIOD**

My first 90 days of employment are an introductory time period, often referred to as "Probationary-At-Will". This time period gives me and Four Seasons Hotel New York a chance to determine whether we meet each other's initial expectations. At the end of this defined time period, my supervisor will conduct a performance appraisal with me covering areas such as performance, job skills, safety record, disciplinary record, attendance, and cooperation with fellow employees and responsiveness to customers, partners and vendors. Once I have successfully completed this period, including the completion of Embark, I will become a regular employee.

Should my performance in the above areas be unsatisfactory, my probationary period may be extended by up to thirty days, I may have my employment terminated, or I may be transferred back to my former position. I may be released at any time during my probationary period. If I am promoted or transferred to any other position, I will be required to complete a new probationary period for that new position. I will not be considered for transfer back to my former position (or any other position) if I have violated the Work Rules and Standards of Conduct as outlined in this handbook (Page 50), during the course of my probationary period.

## **LEARNING & DEVELOPMENT**

### **Embark - The Four Seasons Introductory Training Program**

Embark is my comprehensive introduction to the Four Seasons Hotel New York. It is comprised of a variety of interactive sessions, either classroom or department based during which I will be welcomed and introduced to the Hotel, the employees and philosophy as well as the company values and mission. I will learn about the core operating standards and confirm my commitment to delivering them. I will also learn about the other hotels managed by Four Seasons Hotels and Resorts.

My safety and work rules will be defined for me and I will learn basic guest service and communication skills. I must attend these programs as a requirement for successfully completing my 90-day performance period.

### **Standards Training Program (STP)**

I will immediately receive job training beginning with my first day of work in my department and continuing with my Standards Training Program. Only when I have mastered all of the skills needed to

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successfully do my job, including the completion of a standards test, will I have completed my STP.

I will be assigned a Designated Trainer/Standards Coach who will show me how to do my job and allow me to practice until I am confident in each task. A Training Checklist will be used, reviewed by me, and eventually placed in my file in Human Resources.

I will also receive a list of my department Core Standards, a Sequence of Service or tasks, and a comprehensive job breakdown (How To's). Both Embark and the STP have been designed to help me in my new job. If I have any questions, I will speak to my supervisor.

**Management Development Program (MDP)**

If I am a manager I will receive management training each year through a variety of Management Development Programs.

The scope of this training will be based on my needs, as well as the needs of the hotel. It will include the skills and knowledge deemed necessary to enable me to manage the employees that I supervise according to the philosophy of Four Seasons Hotels and Resorts. It will also provide me with effective leadership skills and how to develop and maintain a productive team of employees.

**Four Seasons Ugenius**

I may be eligible to participate in learning through Ugenius, our online Learning Management System (LMS) that is social, customizable, and interactive. Ugenius offers collaboration across properties through video sharing and custom course creation. The home page of Ugenius drives employees to important content related to their day-to-day jobs servicing guests, as well as sales and leadership content as they grow. All content is trackable for reporting and compliance purposes, which gives us the ability to create certifications related to job-specific content, ensuring a standard of excellence across roles globally.

**EDUCATIONAL ASSISTANCE PROGRAM**

After six months of continuous full time employment I may be eligible for educational assistance. With the prior approval of my Department Head, Director of Human Resources and General Manager, my tuition may be reimbursed up to 50% upon enrollment and 50% upon successful completion with supporting documentation. The course or program must be relevant to my current job or Four Seasons career, and must be offered by an accredited institution.

The intention of educational assistance is to provide funds for a specific course, or subject (rather than a degree). If I voluntarily resign my position within twenty-four months of completing the course, I may be responsible for repaying a pro-rated portion of my tuition for each month by which my service at the date of my resignation falls short of twenty-four months. I must be an active, full time employee at the time of course completion. I can obtain further information about the program from the Human Resources Office.

**PERFORMANCE APPRAISALS**

As a regular full-time or part-time employee, my supervisor will evaluate my job performance. A formal performance appraisal will take place once a year. The Rating Definitions are as follows:

Far Exceeded Expectations:	Performance is clearly and consistently far beyond expectations. This may involve effective one-up coverage or significant increase in scope. Performance is recognized as among the very best in the company.
Exceeded	Performance consistently surpasses the expectations of the role. Employee is

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Expectations:	recognized as able to cover other roles.
Fully Met Expectations:	Performance consistently meets the expectations of the role, at times slightly exceeds expectations.
Approached Expectations:	Performance is not consistently at expected level for the role (this may be due to being new in position).
Unsatisfactory:	Employee consistently performs below expectations of the role. Significant improvement is needed in one or more essential areas.

My evaluations become part of my Workday file and are used for future employment decisions such as training, transfers, promotions, demotions, and discipline. I am encouraged to discuss any problem with my supervisor on a daily basis, as well as during performance appraisals.

#### **PROMOTION AND UPWARD MOBILITY**

The Four Seasons Hotel New York recognizes that providing opportunities for personal growth and development is one of the key factors in retaining our experienced employees. We support and encourage each employee to realize his or her full potential.

When a job opening occurs within the Four Seasons Hotel New York or within Four Seasons Hotels and Resorts, the vacant position(s) will be posted internally within the respective hotel. Those employees who have expressed a desire and demonstrated the attitude and qualifications necessary to perform the job will be considered so long as an incumbent has not already been identified.

#### **TRANSFERS**

After I have successfully completed six months in my present position, I may apply for a transfer to vacant positions within the Four Seasons Hotel New York. A list of available positions will be posted in Workday, which can be accessed by clicking on the careers tab.

Job openings are posted as positions become available. Positions are internally posted for Department Head level and below for a minimum of five days before external candidates are considered. I may only apply for current openings.

In order to apply, I must fill out a "Request for Internal Transfer" form in Workday. Upon receipt, Human Resources will review the application with my current supervisor to determine eligibility. Eligibility criteria will include my entire employment record. Within one week of application, when possible: the supervisor with the current opening will interview all eligible employees. The interviewing supervisor will arrange an interview and communicate the date, time and location. He/she will determine if I meet all of the qualifications for the position.

After all eligible internal transfer candidates have been interviewed, the supervisor with the current opening will agree with Human Resources on the details of any offer to be extended with Human Resources. Existing employees of Four Seasons Hotels and Resorts will be preferred when possible, over equally qualified external candidates.

Human Resources will obtain final approval from each supervisor, the Division Head(s), and the Hotel Manager or General Manager. Human Resources will then extend the offer and coordinate the move with the former and new departments. If I am not selected, my supervisor will meet with me to inform me as to why I was not selected for the position and what steps I should take to improve my prospects in the future.

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All ineligible employees will receive notification from their current supervisor, who will meet with them within one week to discuss necessary improvements in order to be considered eligible for a future transfer. A waiting period of three months will be established before another application may be submitted in order to show the sustained and necessary improvement. The conversation between the employee and supervisor will be documented in my file in Human Resources.

In the event that I am not successful in my new internal position, I can request to return to my original department after 90 days. There is no guarantee, however, that the position will be still available. I understand that I would lose my tenure by job classification if my former position is still available.

**Transfer to another Hotel:** I may also apply to transfer to another Four Seasons Hotel or Resort after one year of service, and at least twelve months of continuous service in my current position. After I fill out a "Request for External Transfer" form in Workday, the Human Resources office will obtain the appropriate approvals and then forward my request to the hotel of my choice for consideration. Transfer requests to other hotels are reviewed in the same manner as those within the Hotel. If I am an hourly employee, the expense of the relocation will be mine.

**EMPLOYEE OF THE MONTH AND EMPLOYEE OF THE YEAR**

The Employee of the Month program is designed to recognize outstanding performance by members of our staff. Each month, hourly employees who meet the criteria of good attendance, neat appearance, outstanding job performance, and friendly/cooperative attitude are nominated by their supervisors and peers. Employees must have worked at least six months in their position to be eligible for Employee of the Month.

The Four Seasons Hotel New York Planning Committee reviews all nominations for performance/behavior that is exemplary. The winner is selected through a voting process open to all in the Hotel. This employee will receive an award and the opportunity to become Employee of the Year.

Our Employee Recognition program is our way of saying thank you to those of us who help create the The Four Seasons Hotel New York reputation for exceptional service.



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## **COMPENSATION**

### **HOW MY PAY IS DETERMINED**

Pay rates are designed to attract and retain top talent employees. The Hotel's pay rates are reviewed regularly, with respect to other hotels in the New York area, to ensure that we remain competitive.

### **TIME AND ATTENDANCE**

If I am an hourly, non management employee, I will be required to accurately account for my hours worked on a daily basis. I will use the time clock system (E-Time) that is provided to me to establish a record of my attendance, which will be used to calculate my pay.

I must personally account for my own work hours, indicating the time I arrived at my workstation in uniform, when I took my meal break and when I left for the day. I understand that I must not start work of any kind unless I have clocked in for work. I must report timecard issues to my supervisor immediately. My entire time card should be reviewed each day, including all punches and edits.

In addition to reviewing my timecard daily I must also verify my paycheck. I understand that if my paycheck does not accurately reflect all of the hours that I have worked, I must **immediately** report it to my supervisor. If for any reason I find it difficult to report this to my supervisor, I may directly contact the Human Resources department. I also understand that I am never permitted to work off-the-clock, and that working off-the-clock is a violation of Company policies and the law.

Additionally, if I leave the building during my shift, other than on Hotel business, I must also account for this time using the time clock to indicate the time I left and the time I returned. I will make sure the information is correct as falsification of these records for myself or another employee can result in termination of employment.

Time sheets and other payroll documents are confidential property of the Hotel, and are not to be photocopied without authorization. I will not clock in or out for another employee and I understand that I may be terminated if I do so.

### **OVERTIME & PREMIUM PAY**

Our workweek is from 12:00 a.m. Saturday morning through 11:59 p.m. Friday night. If I am an hourly employee, I will be paid overtime pay in accordance with all Federal and State laws. My supervisor must approve all overtime in advance.

### **GRATUITIES AND SERVICE CHARGES**

The Four Seasons Hotel New York is required to file reports with the Internal Revenue Service indicating gross sales, total reported tips, total sales on charged receipts, and total charged tips. As part of the Four Seasons agreement with the Internal Revenue Service, all charged tips (e.g., credit cards, room charges etc.) will be paid through the hotel payroll system.

If I am a tipped employee in a U.S. Hotel, I must report all tips received in order to comply with the Internal Revenue Service Publication 531.

If I do not report all of my tips, I may owe federal and social security taxes on the amounts, which I did not report. In addition, interest and penalties can be charged, including a 50% penalty on Social Security

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taxes. Even if another employee gives me a share of their tips, I will accurately report to payroll any amounts received by me on a daily basis.

Cash tips that are left in a guest room are always intended for the Room Attendant responsible for servicing that room. No other employee servicing that room should remove any money that is left daily or in a check out guest room.

**GIFTS FROM SUPPLIERS, GUESTS AND RESIDENTS**

I may not solicit gifts or gratuities from suppliers, guests or residents. I may not accept a gift if it affects my objectivity. I must report any gift from a supplier, guest or resident totaling fifty (\$50) dollars or more in a calendar year to my manager. Refer to the Package Pass section of EmPact for information regarding removal of items from the Hotel.

**REPORT TO WORK PAY**

If I am an hourly employee and report to work for a regularly scheduled shift and am sent home involuntarily for non-disciplinary purposes before completing four hours of my shift, I will receive up to a maximum of four hours pay. If I ask to leave before the end of my shift and my supervisor approves, I will be paid only for actual hours worked.

If I am sent home involuntarily for non-disciplinary purposes before completing four hours of my shift, but will be returning later that same day to work the second half of my scheduled split-shift, then I will not be entitled to the maximum four hours pay as long as my total hours worked that day equal more than four hours.

**MEETINGS**

If I am an hourly employee and am required to attend mandatory meetings on my day off, I will be paid a minimum of two hours. If the meeting occurs immediately prior to my shift or immediately following my shift, I will be paid for the actual time of the meeting (including overtime, if applicable) as part of my pay for that workday. If the meeting is voluntary, no payment will be made.

**PICKING UP SHIFTS IN ANOTHER DEPARTMENT**

I may be eligible to pick up shifts in another department if I obtain advance approval from my supervisor. I must have the proper training in the department and position, for which I will be picking up shifts. I will only be able to work forty hours total for the scheduled week and I will have at least one full day off between Monday and Sunday of each scheduled week.

When picking up shifts in another department I will be paid the standard rate for that position.

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I will be paid every Thursday. The paycheck will cover the one-week period ending on the previous Friday. If payday falls on a holiday, my check will be distributed the day before the holiday.

Various payroll deductions are made each payday to comply with Federal and State laws related to taxes and insurance. The following deductions will be made:

Federal Income Tax Withholding	Social Security (FICA)	City Wage Tax	Workers Compensation Fund
State Income Tax Withholding	Medicare Tax	State Unemployment Tax	State Disability
New York Paid Family Leave			

I understand that mistakes may occur regarding my paycheck, and that the Hotel encourages me to carefully review each one of my paychecks, including the deductions. If I believe that my paycheck is incorrect, I will **immediately** contact my supervisor. If for any reason I find it difficult to report this to my supervisor, I may directly contact the Human Resources department. If my concern is not addressed to my satisfaction, I may pursue the appropriate steps of C.A.R.E. (page 54) to resolve my concern.

I am able to view and print my paycheck online on ADP iPay Statements. Human Resources will provide me with the website information and login instructions.

At the end of each calendar year, I will receive my Wage and Tax form (W-2). This statement, which can also be viewed on ADP iPay, will summarize my income and deductions for the year.

My supervisor will distribute the paychecks for my department. I must sign for my check. My paycheck will not be released to anyone else without my written permission.

The Four Seasons Hotel New York offers direct deposit of paychecks into a bank account of my choice. If I take advantage of this service, I will receive a deposit voucher instead of a check. The deposit voucher will include all information found on a check stub. Direct deposit is the most efficient and timely method for depositing my pay into my bank account.

Due to the potential disruption of efficient operations and guest relations, payroll and personal checks may not be cashed at the Hotel, and payroll advances may not be given.

**EMPLOYMENT STATUS**

The following terms will be used to describe the classification of employees and their employment status:

**Exempt** (salaried): If I have a management job which meets certain State and Federal exemption tests established by the Fair Labor Standards Act, I will be exempt from overtime, minimum wage, and record keeping requirements.

**Non-Exempt** (salaried): If I have a salaried job (which may or may not be a management position) which does not meet certain State and Federal exemption tests established by the Fair Labor Standards Act, I will be eligible for overtime, minimum wage, subject to record keeping requirements.

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**Non-Exempt (hourly):** If I have a job that does not meet the exemption tests, I will be eligible for overtime pay, minimum wage and record keeping in accordance with all Federal and State laws.

**Full Time:** I am expected to work up to 40 hours a week and an average of at least 30 hours per week. The number of hours will fluctuate according to the business volume levels of the hotel and overtime may be occasionally required of me.

**Part-Time:** I am expected to work up to 30 hours per week. The number of hours will fluctuate according to the business volume levels of the hotel and overtime work may occasionally be required of me.

**On Call:** I am employed on an "on-call" basis and have no predictable work schedule. No promise of regular or continued employment is implied to me.

The hotel will average my work hours based on a 12 month measurement period to verify that I continue to qualify for full or part-time status. I will be notified at the end of the measurement period if my hours have dropped below an average of 30 hours per week.

As a new hire, my Initial Measurement Period is 12 months from my hire date. Thereafter, the Standard Measurement Period will be from November 1 each year to October 31 of the following year.

If I am a full-time employee, and I drop below an average of 30 hours per week as a result of the measurement period, my status will be changed to part-time which will also result in a loss of my benefits (See Benefits). If I am on an approved FMLA leave or other form of protected time off, that period of time will not be averaged into the calculation. I will be allowed to use my earned vacation until it is exhausted, but in a period not to exceed 12 months from the change in my status.

If I am a part-time employee and I average 30 hours per week as a result of the measurement period, I will be offered the opportunity to become a full-time employee. This status change will make me eligible for benefits, and I will be obligated to meet the requirements of a full-time employee.

If I choose to change my job status to an on-call position, I will be paid out all earned and accrued vacation time owed to me. I understand that I will lose all full-time and part-time benefits, except for medical coverage (if I have averaged 30 hours per week as a result of the measurement period), as well as my tenure in my department and with The Four Seasons Hotel New York.

On-call employees are not eligible to change their status to part-time or full-time, regardless of hours worked. To become eligible for a status change, an on-call employee must apply for and be hired into either an open part-time or full-time position. However, if I am an on-call employee and I have worked an average of 30 hours per week as a result of the measurement period, I will be offered the opportunity to enroll in medical coverage for 12 months – even if my hours later fall below the 30 hour threshold during the calendar year.

If I believe that my employment classification is incorrect, I will **immediately** contact my supervisor. If for any reason I find it difficult to report this to my supervisor, I may directly contact the Human Resources department. If my concern is not addressed to my satisfaction, I agree to pursue the appropriate steps of C.A.R.E. (page 54) to resolve my concern.

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## **BENEFITS**

My total compensation includes my pay and benefits. Benefits over and above my pay are substantial. I will familiarize myself with my benefits and their costs.

Our benefits are under constant scrutiny and are changed periodically to maintain our leadership in this area. I will always be informed of these changes as they occur, through the hotel communication channels described on, page 28.

The following summarizes Four Seasons Hotel New York employee benefits. I may obtain more detailed information by contacting the My Four Seasons Benefits Center at 1 (866) 672-0435 Monday to Friday, between 8 a.m. to 8 p.m. EST.

## **ELIGIBILITY**

All full-time employees working 30 hours or more per week are eligible for benefits coverage. Full-time employees are not subject to the Initial Measurement Period, but are subject to the Standard Measurement Period (Nov 1 to Oct 31) for on-going employees. These benefits may include medical, dental, vision, basic and optional life insurance, voluntary group accident and business travel insurance, short and long term disability, paid holidays and vacation, complimentary rooms, EAP, educational assistance as well as a Retirement Benefit Plan. I must be actively employed on the day the waiting period is over in order to be eligible for the benefit. Please see (page 35) for an employment status definition. You may also review (page 47) for a complete Benefits Summary.

If I am a full-time employee and become a part-time employee because my hours dropped below an average of 30 hours per week as a result of the measurement period, I will no longer be eligible for employer paid benefits, with the exception of any accrued and earned vacation leave, and the ability to contribute to the 401k plan, provided I have met some other basic eligibility criteria. If I continue to work more than 1000 hours per calendar year, I may be eligible to continue participation in the Retirement Benefit Plan.

If I am a part-time employee and become a full-time employee, I will become eligible for full-time benefits after the waiting period(s) based on the date of my change of status to full-time.

## **COST**

The Four Seasons Hotel New York provides competitive benefits and will pay a majority of benefit costs. I will be asked to share a portion of these expenses.

## **ELIGIBLE DEPENDENTS**

Coverage will be available for my eligible dependents under certain benefit plans. Eligible dependents are described as:

**Spouse** - My legal spouse

**Children** - My dependent children under age 26. The dependent children of my domestic partner.\* My child with a mental or physical handicap who is over the age limit, and is not married, cannot hold a self-supporting job due to the handicap, and depends on me for main support and care.



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\*I should contact the My Four Seasons Benefits Center at 1 (866) 672-0435 to obtain the qualification criteria for a domestic partner or the dependent child of a domestic partner.

I understand that I must provide the My Four Seasons Benefits Center with dependent verification documentation within 30 days of enrolling my dependent(s) for benefits, otherwise my dependent(s) will be dropped from coverage retroactive to the coverage effective date.

If I obtain a new dependent through marriage, birth or adoption, I will notify the My Four Seasons Benefits Center at 1 (866) 672-0435 and provide the required documentation within 30 days following the event. In the event that I am no longer married or no longer reside with my spouse or domestic partner, I must notify the My Four Seasons Benefit Center within 30 days to remove my spouse or domestic partner from my benefits.

If I do not initially elect dependent coverage, but later wish to do so, I will be required to wait until either the next open enrollment or until my own qualifying event occurs.

**MEDICAL, DENTAL & VISION INSURANCE**

If I am a full-time employee, I am eligible for medical, dental and vision insurance for my eligible dependents and me after a waiting period for a small cost. A full description of the medical, vision, and dental plan(s) will be provided to me as a part of my Benefits orientation.

I may enroll separately in the medical or dental plan, or both. The vision plan is attached to the medical plan.

**Health Insurance Portability and Accountability Act ("HIPAA")**

Four Seasons health plan policies and practices comply with HIPAA privacy laws and I will receive a "Notice of Privacy Practices" when I enroll in the medical, dental and vision insurance plans.

**SICK DAYS**

**Waiting Period:** I am eligible for sick pay after 120 days after first day of employment.

**Benefits:** Seven workdays per calendar year at 100% of my base rate of pay (excluding gratuities and service charges or commissions), accrued at a rate of 0.58 days per month is my paid sick leave (days). I cannot be paid for more sick days than I have accrued, and I will be paid according to the following criteria. During my first 120 days of full-time status, I am accruing sick pay but cannot use it, as I have not completed my waiting period. At the end of my first 120 days of full-time employment, I will have accrued 1.75 paid sick days. My maximum accrual at any given time is seven days. I am entitled to use up to seven sick days per calendar year.

The purpose of sick days is to be used for the following, as per the New York City Earned Sick Time Act:

- My own illness or medical condition
- Should the Hotel temporarily close due to a public health emergency
- To care for my family member (child, parent, spouse, domestic partner, sibling, grandparent, grandchild, or the child or parent of my spouse/domestic partner) whose ill or has a medical condition

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- To care for a child whose school or child care provider is temporarily closed due to a public health emergency

Sick pay should not be considered additional vacation time.

Sick pay is paid immediately for the first seven/eight hours of any absence and subsequent days of that absence will be paid at 100% not to exceed the number of days accrued.

After a sick absence of 3 days or more consecutively, a doctor's note must be presented to Human Resources in order to return back to work. I will not receive sick pay during my notice of resignation nor am I paid out any sick leave pay upon resignation or termination of my employment.

**SHORT-TERM DISABILITY FOR NON-EXEMPT (NON-MANAGEMENT) EMPLOYEES**

**Waiting Period:** I am eligible after 1 year of full-time employment.

**Benefits:** If I am an hourly employee, my short-term disability benefits begin after the 7th consecutive work day of illness or disability, and is paid for up to 26 weeks at a rate of 50% of my regular pay (including declared gratuities, and service charges or commissions). A doctor designated by the Hotel to verify my continued eligibility for short-term disability may periodically examine me.

If I am an exempt employee, I will contact Human Resources for further information on my Short-Term Disability Plan.

**LONG TERM DISABILITY**

If I am a regular full time employee, I am eligible for long-term disability after a waiting period at no charge to me. A full description of long-term disability is contained in the New Hire Guide which I will receive as a part of my Benefits orientation.

**LIFE INSURANCE**

If I am a regular full-time employee, I am eligible for basic life insurance after a waiting period at no charge to me. I will also be provided life insurance coverage for eligible dependents. Additional optional life insurance is also available at a small cost to me. A full description of the life insurance plan(s) is contained in the New Hire Guide which I will receive as a part of my Benefits orientation.

**RETIREMENT BENEFIT PLAN – 401 (K)**

Planning for financial security after retirement is important. The Four Seasons Hotel New York has established a Retirement Benefit Plan through Wells Fargo to help provide continuing income for me and my family after retirement, or in the event of my permanent disability or death.

I understand that I will be eligible to participate in the 401 (k) plan portion of the Retirement Benefit Plan on the January 1, April 1, July 1, or October 1, immediately following my completion of three full months of service, provided I have also met some other basic eligibility criteria. I will receive an Auto Enroll Guide from Wells Fargo 45 days prior to my eligibility date. As an eligible participant in the 401(k) plan I can contribute some of my earnings to my 401(k) plan account through payroll deduction on a pre-tax basis.

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The Four Seasons Hotel New York will provide a 100% employer match up to 3% of my eligible earnings provided that I contribute between 1% and 3% to the 401(k) plan, and a 50% match on the next 2% of my eligible earnings that I contribute to the 401(k) plan for a maximum matching contribution of 4%. The Hotel believes that I make a valuable contribution to its success, and deserve to share in the financial rewards. I understand that the Human Resources Office can give me additional details about the Retirement Benefit Plan.

**PAID HOLIDAYS**

Full-time, regular employees are eligible for the following holidays after successfully completing the probationary-at-will period. If I am required to work on a holiday, as an hourly employee, I will be paid at my regular rate of pay for hours worked and will also receive my holiday pay at my base rate.

If I am an hourly employee and not scheduled to work on a holiday, but wish to receive holiday pay, I must report to work on my last scheduled shift before the holiday and on the first scheduled shift after the holiday, unless I have a previously approved continuation of paid vacation. If I am scheduled to work on the holiday, I must report for that shift as well as my last scheduled shift before the holiday and on the first scheduled shift after the holiday, in order to receive holiday pay.

If I am an exempt employee, I will be eligible for Management Holiday Hours. Based on my Hotel's recognized holidays, holiday hours will be accrued in the month in which the holiday occurs. As an exempt employee, I may draw from my holiday accrual balance through December 31 of each year, at which time my holiday accrual balance will be replaced with January holiday hours. If I am a new employee, I will not accrue holiday hours even if a holiday occurs during my 90 day waiting period. Once I have completed my 90 day waiting period, I may request up to three days (24 hours) of holiday hours before they accrue so long as those days will be accrued with the calendar year.

Unused Holiday Hours will not be carried over, or be transferred upon transfer to another property, or be paid out upon termination.

The following are paid holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Dr. Martin Luther King, Jr.'s Birthday	Independence Day	Christmas Eve
President's Day	Labor Day	Christmas Day

**PAID VACATION**

Four Seasons believes that every employee needs paid time away from their normal work routine to rest and relax. If I am a regular full-time employee, I am eligible for paid vacation. I am entitled to take my accrued vacation time after completing six months of service, based on approval, and I am entitled to paid vacation according to the following schedule:

<b>Continuous Service</b>	<b>Eligibility</b>
1-4 Years	2 Average Work Weeks
5-9 Years	3 Average Work Weeks
10-24 Years	4 Average Work Weeks
25 Years or more	5 Average Work Weeks

My vacation accrual is calculated from my anniversary date of hire rather than the calendar year. Once my bank of accrued vacation equals two times my annual maximum vacation accrual, I will stop accruing

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vacation. My vacation accrual will begin to accrue again once I have taken enough vacation to drop below two times my annual maximum accrual. For that reason, I understand that it is important to keep track of my vacation time.

I understand that I may not take paid vacation before it is accrued.

- 1) If I am an hourly employee, my vacation time is accrued according to each hour that I work. Therefore, I will be paid for the number of hours I regularly work, up to a maximum of 40 hours worked per workweek. For example, if I work an average of 32 hours a week, my pay for each average workweek of vacation I earn will be 32 hours. If I am a full-time exempt manager, I will receive 40 hours of vacation pay for each week of vacation that I have earned.
- 2) Vacation pay is calculated at my current base rate of pay (excluding gratuities, service charges and commissions). If I move to a lower paying position, my vacation will be paid at that lower base rate of pay.
- 3) Payment in lieu of taking time off is not allowed. I will request vacation time from my supervisor.
- 4) At the time of my termination, the payout of my unused accrued vacation will not include gratuities, service charges or commissions. Vacation will be paid out at my final rate of pay.
- 5) If I terminate within my first six months of service, I will not be eligible for accrued vacation pay.

**PAID PERSONAL DAYS**

If I am a regular full time employee and have completed ninety (90) days of continuous service with the Four Seasons Hotel, New York, I will be entitled to three (3) paid personal days. I may not accumulate personal days from year to year, nor may I receive pay for personal days not taken. Payment for personal days consists of my regular hourly rate of pay, or base salary, and does not include gratuities, service charges, or commissions.

To qualify for personal days, I must report to work on the scheduled day before the personal day (s) and on the scheduled day after the personal day, unless I have a previously-approved continuation of paid vacation or illness accompanied by an acceptable doctor's certificate of absence.

When I choose to take a personal day, it is my responsibility to obtain my supervisor's approval ten days in advance. If an emergency situation arises, and I need to use a personal day within the ten day time frame, I will immediately discuss the situation with my supervisor. If my supervisor approves, I will be paid for this (these) personal day(s).

**COMPLIMENTARY ROOMS**

Four Seasons is committed to ensuring that all active employees have the opportunity to experience our extraordinary service when traveling on vacation or personal business. We are therefore proud to offer Complimentary Rooms and the Employee Comp Extension Rate to active employees based on their length of service.

- \* **Complimentary Rooms** - room nights free of charge with discounted food and beverage (certain exclusions apply) based on the employee's length of service.
- \* **Employee Comp Extension Rate (ECE Rate)** – discounted room rate and discounted food and beverage (certain exclusions apply) to be used only in conjunction with a complimentary stay, based on the employee's length of service.

**Eligibility and entitlement**

If I am an active, full-time employee, I am eligible for Complimentary Rooms after six months of full time service (defined per local labor laws but typically greater than 32 hours on average per work week) based on my length of service. Part-time employees are eligible after one year of service and the number of nights is based on their length of service. Casual/On-Call employees and other limited types of contracted employees are not eligible for this benefit.

I can earn Complimentary Rooms/Employee Comp Extension Rate based on my length of service. Whether I am a full-time or part-time employee, my unused room nights in a service year may not be carried over into future years.

For employees in hotels that are acquired, or re-branded as a Four Seasons, the employee's continuous service date will be used to calculate entitlement. The full Complimentary Rooms policy can be obtained from my Human Resources Department. Following is the Complimentary Room Night/ECE Rate schedule.

<b>Length of Service</b>	<b>Complimentary Room Nights Per service year</b>	<b>Employee Comp Extension Rate Per service year</b>
<b>Full Time Employees</b>		
Less than 6 months	<b>Not eligible</b>	<b>Not eligible</b>
6 months – 1 year	3 nights	3 nights
1 – 2 years	5 nights	5 nights
2 – 5 years	7 nights	7 nights
5 – 10 years	10 nights	10 nights
10 + years	20 nights	20 nights
<b>Part Time Employees</b>		
1 – 5 years	5 nights	5 nights
5 + years	10 nights	10 nights

Engaging in any conduct unbecoming of a Four Seasons employee while staying at another Four Seasons property, whether on business, or while availing oneself of a room under the Complimentary Rooms Policy or Employee Comp Extension Rate Policy, may result in my Complimentary Rooms/ECE Rate benefit being revoked, and I may be disciplined or terminated.

Conduct unbecoming of a Four Seasons employee includes, but is not limited to, conduct by an employees or their guest(s) that disrupts or interferes (or has the potential to disrupt or interfere) with the experience of other hotel guests, rude or other unprofessional treatment of staff or other third parties, damage to rooms or other property, breach of hotel rules, or other behavior that is inconsistent with the high standards of conduct expected of Four Seasons employees.

**BEREAVEMENT LEAVE**

After 90 days of full-time or part-time employment, I will be eligible for bereavement leave to attend the funeral of a family member and will be paid my base hourly wage (excluding gratuities, service charges and commissions) for:

- Up to three days for the death of my spouse or qualified domestic partner, my child, sister, brother, stepchild, parent and stepparent; and my qualified domestic partner's child. If I am traveling outside of North America for the funeral, I may take up to five days of bereavement leave.



- Up to one day for the death of my in-law, grandparent, grandchild, my qualified domestic partner's parent, stepparent, sister and brother. If I am traveling outside North America for the funeral, I may take up to three days of bereavement leave.
- Up to one day for the death of my aunt, uncle, niece, nephew, grandparent-in-law, my qualified domestic partner's aunt, uncle, niece, nephew, grandparent and grandchild.

I may use accrued vacation time to supplement bereavement leave. If I have the need for such a leave, I will immediately notify my supervisor. I understand that I may be asked to provide proof of kinship and/or the death of my relative.

#### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Four Seasons recognizes that all families go through difficult times. The hotel provides a benefit for full-time employees and their families to receive counseling at no cost to me after I have completed my 90-day probationary period. The free counseling is limited to a maximum of five visits per year, per issue. If I should need additional counseling, it will be coordinated through my medical insurance plan. I can obtain further information about this benefit from the Human Resources office.

#### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Under FMLA, if I have worked for the Company for at least one year and for a minimum of 1,250 hours over the previous 12 months, I am eligible to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following family and/or medical reasons:

1. For incapacity due to my pregnancy, prenatal medical care or childbirth;
2. For the care of my child within one year of her/his birth or for placement with me for adoption or foster care;
3. For the care of my spouse, son, daughter, or parent with a serious health condition;
4. For a serious health condition that makes me unable to perform the essential functions of my job;
5. To care for my spouse, son, daughter, parent or next of kin ("nearest blood relative") who is a member of the Armed Forces, including a member of the National Guard or Reserves. The service member or veteran must have a "serious illness or injury" incurred in or aggravated while on active duty that may render the member unable to perform the duties of his or her office, grade, rank or rating and for which the member is: (1) undergoing medical treatment, recuperation or therapy; (2) an outpatient; or (3) on a temporary disability retired list. (Up to a total of 26 workweeks of unpaid leave during a "single 12-month period")
6. For a qualifying exigency arising out of the fact that my spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces (including National Guard or Reserves) including attending military events, arranging for alternative childcare, address financial and legal arrangements, attending counseling sessions, and attending post-deployment reintegration briefings.

The 12-month period used in calculating leave eligibility will be the 12 months rolling backward from the date of the desired FMLA leave.

I must provide Four Seasons Hotel New York with 30 days of advance notice when the need for leave is foreseeable. I must also provide sufficient information to determine if a requested leave qualifies as an FMLA leave, including medical certification to support a request for leave due to a serious health condition. I understand that if I do not provide this medical information that my FMLA leave may not be

granted and/or maintained and my absence may be considered unexcused. In certain circumstances I may be able to take intermittent leave or work a reduced schedule, and may request further information about these options from the Human Resources Office.

During my leave, the Four Seasons Hotel New York will continue to provide me with medical coverage under its group health plan, provided that I pay my contribution to the plan's cost. I understand that if I fail to pay my contribution within 30 days of the due date my medical coverage will cease for the duration of my leave.

While on leave I will not accrue vacation, sick leave or any other benefit, nor will I receive holiday pay.

If I am entitled to sick pay or short-term disability payments, such paid leave must be substituted for any unpaid FMLA leave taken for my own serious health condition. If the leave is for the care of my child or for the serious health condition of my spouse, child or parent, or other family member covered under FMLA or NY PFL I must apply for the New York Paid Family Leave for payment to run concurrent with my unpaid FMLA leave. I may additionally supplement PFL pay with any paid personal or vacation days I have accrued. Please note that during FMLA and/or PFL leave, I may be required to take available vacation or personal time.

This is a brief summary of the provisions of the Family and Medical Leave Act. I understand that full information about my FMLA leave entitlements and obligations must be obtained from the Human Resources Office.

#### **NEW YORK PAID FAMILY LEAVE (NY PFL)**

As of January 1, 2018, the New York Paid Family Leave Program provides New Yorkers job-protected, paid leave to bond with a new child, care for a loved one with a serious health condition or to help relieve family pressures when someone is called to active military service.

Family members include: spouse/ domestic partner, child, parent, parent in law, grandparent and grandchild.

If I have worked for the Company for at least 20 hours a week and for a minimum of 26 weeks, I am eligible to take up to 8 weeks of PFL. If I work less than 20 hours a week, I must have worked 175 days in order to be eligible for PFL.

New York Paid Family Leave coverage is funded by employee payroll contributions. These payroll contributions will go directly to CIGNA LIFE INSURANCE COMPANY OF NEW YORK (CLICNY).

Some NYPFL guidelines include:

- Wage replacement for 8 weeks in 2018, increasing to 12 weeks by 2021
- Job protection upon return from Paid Family Leave
- Continuation of health insurance while out on Paid Family Leave (you are required to continue to pay your portion of the premium)

An employer may not discriminate or retaliate against employees for taking or inquiring about New York Paid Family Leave.

I must provide Four Seasons Hotel New York with 30 days of advance notice when the need for leave is foreseeable. I must also provide sufficient information to determine if a requested leave qualifies as a PFL leave, including medical certification to support a request for leave. I understand that if I do not provide

this information to Human Resources, as well as CIGNA LIFE INSURANCE COMPANY OF NEW YORK (CLICNY), that my PFL leave may not be granted and/or maintained and my absence may be considered unexcused. In the event that CIGNA LIFE INSURANCE COMPANY OF NEW YORK (CLICNY) denies my request for PFL leave after I am already out of work, I will be paid vacation days for my time out of work. In certain circumstances I may be able to take intermittent leave, and may request further information about these options from the Human Resources Office. PFL leave will run concurrently with FMLA leave.

While on leave I will not accrue vacation, sick leave or any other benefit, nor will I receive holiday pay.

This is a brief summary of the provisions of the New York Paid Family Leave. I understand that full information about my NYPFL leave entitlements and obligations must be obtained from the Human Resources Office.

#### **REASONABLE ACCOMMODATION**

The Hotel complies with the Americans with Disabilities Act, as amended, and all state and local laws prohibiting discrimination in employment against qualified individuals with disabilities, individuals who have sincerely held religious, ethical or moral beliefs, individuals with conditions related to pregnancy, childbirth, or a related medical condition, and victims of domestic violence, sex offenses, or stalking. To that end, the Hotel will reasonably accommodate such qualified individuals so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by a reasonable accommodation or if the accommodation creates an undue hardship to the Hotel. Contact Human Resources with any questions or requests for accommodation.

What constitutes a reasonable accommodation depends on the circumstances and thus will be addressed by the Hotel on a case-by-case basis. Upon receipt of an accommodation request, the Human Resources team will meet with you to discuss the terms of your request. The Human Resources team, along with your Manager, will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the Hotel's overall financial resources and organization, and the accommodation's impact on the operation of the Hotel and your department, including its impact on the ability of other employees to perform their duties. The Hotel will provide you with a written determination of your request within a reasonable amount of time from when the request was made.

#### **MILITARY LEAVE**

If I am a regular, full-time employee and enter full-time military service, I will be granted a military leave of absence without pay. Upon my return, the Four Seasons Hotel New York will provide job reinstatement and benefits as defined in the 1994 Veterans Reemployment Rights Law. Full details of my military leave rights and obligations are available from the Human Resources office.

#### **JURY DUTY**

If I am summoned for jury duty after 90 days of full time employment, I will receive the difference between my base hourly wage (or salary) and the amount I receive for my jury service for a period of time not to exceed 10 days. I will notify my supervisor immediately if I receive a summons for jury duty.

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If I am excused from jury duty service before the end of my normal shift, I will return to work. If I work the night shift, I will be given a "day of recovery", following my jury duty before I report to work. I will keep and submit the earning statement from the government, upon request, as a guide in settling my account.

**PERSONAL LEAVE OF ABSENCE (NON-DISABILITY)**

If I have six months of continuous full-time service and must be absent from work for an extended period, I may apply for a Leave of Absence (LOA) without pay. I must use all of my vacation time prior to requesting a leave of absence. Only one leave of absence will be granted per year, and only for a maximum of 90 days.

The Four Seasons Hotel New York will carefully consider my personal leave of absence request, and the decision will be based on operational requirements at that time. A leave cannot be granted for an indefinite period. I cannot receive a leave of absence if I wish to work elsewhere or go into business for myself. The only exception to this policy would be a mandated or approved Leave of Absence during a time of workforce reduction or unusually low business activity.

While on leave of absence I will not accrue vacation, sick leave or any other benefit, nor will I receive holiday pay. I can check with the Human Resources Office about continuation of group insurance benefits during my leave of absence.

**WORKER'S COMPENSATION INSURANCE**

Beginning on my first day of work I am automatically covered under the Four Seasons Hotel New York Workers' Compensation Insurance Plan. This plan provides medical benefits and wages to me if I have an injury at work. The Four Seasons Hotel New York pays the entire cost of this insurance. If I am injured at work, I will notify my supervisor immediately and file a report with Security.

If I receive Workers' Compensation as a result of my injury at work, I will adhere to all Worker's Compensation procedures, rules and regulations, including attending scheduled appointments with my doctor(s) and/or therapist(s).

**UNEMPLOYMENT INSURANCE**

Under certain conditions the law provides that I may receive some compensation for periods of unemployment. Eligibility for this benefit is regulated by law and depends on the reason for unemployment. The Hotel pays the full cost of this protection.

**SOCIAL SECURITY BENEFITS**

A certain portion of my income is paid into my Social Security account with the Federal government. This amount is matched dollar for dollar by Four Seasons Hotel New York.

Social Security benefits include retirement income, disability payments, death benefits and Medicare. Should I have questions about Social Security benefits, I will contact my Human Resources department.

**TRANSITCHEK**

After 90 days of employment I will be eligible to enroll in the pre-tax benefit of TransitChek that can be used for public transportation, parking, and Uber Pool. Please see a member of the Human Resources Team if you are interested in enrolling in this benefit for yourself.

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EMPACT<sup>SM</sup>**BENEFITS SUMMARY – NON MANAGEMENT**

<b>Eligibility</b>	<b>Benefit</b>
<b>Immediate</b>	Meals - Employee Restaurant: Three-Below Free Uniforms and Uniform Care Workers' Compensation Social Security Unemployment Insurance LogIn Open-Door Policy Orientation/Training (Embark and STP) Business Travel Accident Insurance
<b>1 Month</b>	NY State Disability Insurance
<b>90 Days</b>	EmPact <sup>SM</sup> Medical Insurance Vision Holiday Pay Jury Duty Pay Personal Days Probationary Performance Appraisals Employee Assistance Program (EAP) No Fault Separation Pay 401(k) Plan Bereavement Pay TransitChek Benefit Eligibility Health Club Benefit Eligibility
<b>6 Months</b>	Accrued Vacation Time 3 Complimentary Room Nights at other Four Seasons Hotels Employee of the Month Employee of the Year Request for Internal Transfer Dental Insurance Long-Term Disability Basic Life Insurance Sick Pay Leave of Absence (non-medical) Voluntary Group Accident Insurance Optional Life Insurance Educational Assistance
<b>1 Year</b>	Short-Term Disability Two Weeks Paid Vacation (based on hours worked) Retirement Benefit Plan – 401K FMLA Leave 5 Complimentary Room Nights Service Award Request for External Transfer



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<b>2 Years</b>	7 Complimentary Room Nights
<b>5 Years</b>	Three Weeks Paid Vacation (based on hours worked) 10 Complimentary Room Nights Service Award
<b>10 Years</b>	Four Weeks Paid Vacation (based on hours worked) 20 Complimentary Room Nights Service Award
<b>15 and 20 Years</b>	Service Award
<b>25 Years</b>	Five Weeks Paid Vacation (based on hours worked) Service Award
<b>30 and 35 Years</b>	Service Award

**BENEFITS SUMMARY - MANAGEMENT**

<b><u>Eligibility</u></b>	<b><u>Benefit</u></b>
<b>Immediate</b>	Meals - Employee Restaurant – Three-Below Workers' Compensation Social Security Unemployment Insurance LogIn Open-Door Policy Orientation/Training (Embark and STP) Business Travel Accident Insurance New Manager Orientation
<b>1 Month</b>	NY State Disability Insurance
<b>90 Days</b>	EmPact <sup>SM</sup> Medical Insurance Vision Holiday Pay Jury Duty Pay Personal Days Probationary Performance Appraisals Employee Assistance Program No Fault Separation Pay 401(k) Plan Bereavement Pay TransitChek Benefit Eligibility Health Club Benefit Eligibility Basic Life Insurance Voluntary Group Accident Insurance Optional Life Insurance
<b>6 Months</b>	Accrued Vacation Time 3 Complimentary Room Nights at other Four Seasons Hotels

**FOUR SEASONS HOTELS & RESORTS****EMPACT<sup>SM</sup>**

	Manager of the Quarter Request for Internal Transfer Dental Insurance Long-Term Disability Sick Pay Leave of Absence (non-medical) Educational Assistance
<b>1 Year</b>	Short-Term Disability Two Weeks Paid Vacation (based on hours worked) Retirement Benefit Plan – 401K FMLA Leave 5 Complimentary Room Nights Service Award Request for External Transfer
<b>2 Years</b>	7 Complimentary Room Nights
<b>5 Years</b>	Three Weeks Paid Vacation (based on hours worked) 10 Complimentary Room Nights Service Award
<b>10 Years</b>	Four Weeks Paid Vacation (based on hours worked) 20 Complimentary Room Nights Service Award
<b>15 and 20 Years</b>	Service Award
<b>25 Years</b>	Five Weeks Paid Vacation (based on hours worked) Service Award
<b>30 and 35 Years</b>	Service Award

**NOTE:** Please review the benefit descriptions for eligibility requirements. Certain benefits are available to full-time employees only.

## WORK RULES & STANDARDS OF CONDUCT

Every organization needs to have work rules, which are clear and well understood. They help us work together effectively as a team and to understand what we have a right to expect from each other, as well as from our supervisors.

It is important for me to be familiar with and accept these standards of conduct and work rules. The Four Seasons Hotel New York will enforce these standards and rules on a fair and consistent basis.

If I engage in conduct, which violates a Four Seasons Hotel New York standard or rule, I will be subject to disciplinary action including a verbal warning, written warning, suspension, or discharge. The nature of the discipline will depend on the severity of the work rule violation and therefore all of the aforementioned disciplinary actions are not required steps prior to termination.

A single breach of the rules listed in **Category One**, or repeated violation of one or more rules in **Category Two**, is considered misconduct, which may be grounds for dismissal and termination of EmPact<sup>SM</sup>. These work rules (within each category) are not listed in order of importance. The use of the term "possession" in the work rules includes the presence of items in my locker.

It is important to understand that if I receive a warning that it is an opportunity for me to improve my performance. If I have a concern about a warning that I have received, I may follow the problem solving process under C.A.R.E. All written warnings are documented and are signed by me and become part of my permanent file in Human Resources.

I understand that during my initial probationary-at-will period, I may be terminated without warning or notice.

### CATEGORY ONE

1. Discourtesy to a guest, or resident.
2. Dishonesty
3. Behavior, which creates an intimidating, hostile, offensive, or inappropriate work environment.
4. Violation of the hotel's Policy Against Harassment. (see page 13)
5. Violation of the hotel's Whistleblower/Ethical Behavior Policy.
6. Theft, unauthorized possession, or use of Hotel, guest, resident or other employee's property, including failure to report/turn-in lost and found items.
7. Falsification, careless or lack of completion of records, including but not limited to food and beverage checks, vouchers or expense reports, work schedules, time sheets, electronic time and attendance system, or any other hotel or employment record.
8. Altering or forging a guest check or credit voucher or adding an unauthorized tip to a guest check.
9. Commenting on gratuities given or withheld, or soliciting or collecting unauthorized gratuities, gifts or commissions from guests, suppliers (including transportation providers), and residents.

10. Violation of the hotel's Alcohol and Drug Policy.
11. Discrimination against a guest, resident or fellow employee because of their protected group status.
12. Inappropriate verbal or physical behavior or display of affection with another employee, guest or resident.
13. Willful damage or destruction of hotel, guest, resident, or employee property.
14. Fighting, use of threatening, obscene or abusive language, or harassment of guests, residents or other employees through verbal or physical conduct.
15. Immoral, indecent, or disruptive behavior while staying as a guest at any Four Seasons Hotel.
16. Refusal or failure to perform assigned work or follow a supervisor's instructions, or any act of insubordination. If I feel that an instruction from my supervisor is unfair or unjust, I should first perform the task and then later discuss my concerns with my supervisor and/or follow the problem solving procedure under C.A.R.E. or other rights I may have under Law.
17. Sleeping on the job.
18. Possession of weapons or explosives on hotel property.
19. Failure to maintain a satisfactory accounting and control of cash banks, and making personal use of funds from cash banks for any reasons. Careless handling, or loss of Hotel equipment including: cell phones, electronic devices, keys, or cash.
20. Unauthorized or improper use of company material, time, equipment or property including but not limited to hotel telephones, cell phones, computers, electronic devices, e-mail, fax, internet, copy, or postage machines or company letterhead.
21. Causing injury to another employee, guest, or resident, or any act of excessive carelessness or negligence, which results in a potential or real loss or damage to another employee, the hotel, a guest, resident or myself.
22. Immoral, indecent or illegal conduct, soliciting persons for such purposes, or aiding and/or abetting in such acts.
23. Making false or malicious claims or statements (including publishing or distributing) concerning the hotel or any of its guests, residents, employees, or concerning any other service establishment or individual directly or indirectly related to the conduct of Company or hotel business.
24. Hindering, misleading, or failing to participate in an internal hotel investigation, or soliciting a guest or resident as a witness in such an investigation, or any breach of confidentiality during such an investigation.
25. Providing confidential information and/or access and/or removal of any Hotel records or proprietary information to unauthorized persons, or any violation of the PCI (Payment Card Industry) policies.
26. Engaging in intrusive behavior with guests or residents such as soliciting autographs, photos, tickets or any other requests not ordinarily associated with the requirements of your job.

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27. Unauthorized presence on hotel premises or in guest areas including for the purpose of social contact with a guest, resident, or other employee.
28. Making unauthorized public statements purportedly on behalf of the hotel, which may cause damage to the reputation of the company, its hotels or partners. Only the General Manager or the designated Hotel spokesperson may give official statements on behalf of the hotel to the news media or anyone outside the organization at any time.
29. Personal conduct unrelated to work while off duty that damages the hotel's business operation, image, reputation, profits or other employees (not to include any protected concerted activities).
30. Failure to report for my scheduled shift for three consecutive days or "walking off the job" during my scheduled shift, unless otherwise permitted by law.
31. Violation of my terms of employment under EmPact<sup>SM</sup> or if I am a manager, any violation of a specific policy statement which I signed clarifying further expectations of me as a manager.
32. Violation of the hotel's Code of Business Conduct and Ethics Policy, Confidentiality Agreement, Electronic Systems Policy, Social Networking Policy, and/or Mystery Shopper Policy
33. Any breach of the Complimentary Rooms Policy (see page 41)
34. Unauthorized presence in guest/resident area or use of guest/resident facilities.

**CATEGORY TWO**

35. Frequent absences or tardiness, or abuse of the sick pay policy. Failure to properly notify my supervisor of my absence or misrepresenting myself as ill or injured in order not to report for my scheduled shift(s).
36. Failure to park in areas designated for employees; failure to observe rules and regulations in the parking garage or driving recklessly.
37. Noncompliance with core standards, or failure or inability to perform work or job assignment satisfactorily.
38. Switching work schedules, failing to work on a scheduled shift, or arranging my own replacement without permission from my supervisor.
39. Failure to cooperate with reasonable requests to work overtime when it is required to handle hotel business.
40. Leaving my department or work area during working time without authorization.
41. Failure to report a Workers Compensation accident.
42. Failure to adhere to all Worker's Compensation procedures, rules and regulations, including attending scheduled appointments with my doctor(s) and/or therapist(s).
43. Failure to follow the Hotel's Uniform and My Four Seasons Image.
44. Failure to follow the Hotel's Job Safety Policy.



- 45. Entering the Hotel other than through the employee entrance.
- 46. Violation of the Solicitation Policy. (see page 24)
- 47. Gambling on Hotel property.
- 48. Violation of the Smoking Policy.
- 49. Working overtime without my supervisor's prior approval.
- 50. Non compliance of the meal-break policy without prior approval from my supervisor.

### COMPLAINT, ARBITRATION & REVIEW FOR EMPLOYEES ("C.A.R.E.")

I understand that the Four Seasons Hotel New York has entered into a special employment relationship with me, called EmPact<sup>SM</sup>. In any organization, problems and complaints can arise. Although I am aware that most problems and complaints can be settled promptly by discussion of the facts between my supervisor and me, the Hotel and I recognize the need for a system that will ensure that more substantial disputes are fully heard and fairly decided.

Therefore, the Four Seasons Hotel New York has developed a procedure to assure that problems and complaints are resolved in this fashion. It is called **Complaint, Arbitration & Review for Employees - C.A.R.E.** It is the responsibility of the Director of Human Resources to facilitate and manage C.A.R.E., and, therefore, the Director of Human Resources may be involved in this process at any step. By agreement between me, and the Four Seasons Hotel New York, one or more of the six (6) steps of C.A.R.E. may be waived. C.A.R.E. works as follows:

- STEP 1:** I will discuss the matter informally with my immediate supervisor.
- STEP 2:** If STEP 1 does not solve the problem, I will file a written complaint with the Human Resources Office within **14 days** after the event or problem occurred. At my request the Director of Human Resources may assist me in preparing my complaint.
- STEP 3:** The Director of Human Resources will conduct an investigation concerning my written complaint, including a meeting with me, within **7 days** after filing.
- STEP 4:** The Director of Human Resources will issue a written decision to me within **7 days** after the close of the investigation.
- STEP 5:** If I am dissatisfied with the written decision in STEP 4, I will appeal to the General Manager within **14 days** after STEP 4. The General Manager will meet with me and give me a written decision on my appeal within **14 days** after our meeting.
- STEP 6:** **MEDIATION/ARBITRATION.** If I am not satisfied with the General Manager's written decision in STEP 5, and the complaint is based on one of the following types of claims as defined by law:
- a. employment discrimination;
  - b. harassment as it relates to my employment;
  - c. a wage or hour violation;
  - d. or termination of my employment from the Hotel (including "constructive discharge", but not a permanent layoff);
- then I must submit my complaint to be heard by an independent mediator/arbitrator unless I have chosen to opt out of the mediation/arbitration provisions by following the opt-out procedure provided on page 61.
- (1) Mediation/Arbitration Demand. A mediation/arbitration request must be submitted in writing to the General Manager and Director of Human Resources within **90 days** after the date of the written decision in STEP 5 except where federal and/or state law prescribe a longer period of time in which to file the particular type of complaint that I am bringing. At my request, the Director of Human Resources may assist me in preparing my complaint for submission to mediation/arbitration.

- (2) What is Mediation/Arbitration? My complaint will be submitted to and resolved through a two-stage process of (a) non-binding mediation, and then, if necessary, (b) mutually binding arbitration. Both the mediation and arbitration stages shall be administered by the American Arbitration Association (the “Association”) or another agency if the Hotel and I so agree.

“Mediation” means the attempt to resolve a dispute by one or more persons who are chosen by me and the Hotel to hear both sides of the complaint and provide assistance and recommendations to settle the dispute. The recommendations of the mediator shall not be binding on either party.

“Arbitration” means the settlement of a dispute by one or more persons who are chosen by me and the Hotel to hear both sides of the complaint and then come to a decision. The decision of the arbitrator shall be binding on both parties.

The Association’s “National Rules for the Resolution of Employment Disputes” will be used in any mediation and/or arbitration proceeding. A copy of these rules is available from the Human Resources Director or on their web site at [www.adr.org](http://www.adr.org)

- (3) Selection of the Mediator/Arbitrator. Upon receipt of my written mediation/arbitration request, and the filing of the appropriate document(s) to initiate the mediation/arbitration proceedings, the Director of Human Resources will request a list of 5 **local** mediators/arbitrators from the American Arbitration Association. The Director of Human Resources and I will then alternately strike the names of mediators/arbitrators until *one* name remains. Unless the Hotel and I agree otherwise, that person will be both the mediator and, if necessary, the arbitrator. I will be entitled to strike the first name, and each subsequent strike will alternate between the Director of Human Resources and me. The mediator/arbitrator will conduct the mediation and, if necessary, the arbitration hearing as soon as administratively possible. If either party decides that they do not want to submit the dispute to mediation, mediation will be bypassed, and the parties will proceed directly to arbitration.
- (4) Arbitration Will Be Final and Binding. If the Hotel and I are unable to resolve my complaint through mediation, or mediation is bypassed as set forth above, the matter will be arbitrated. The decision of the arbitrator will be final and binding. This agreement does not preclude me from filing an administrative charge with an outside government agency. Judgment on the award or decision of the arbitrator may be entered in any court having legal authority over such matters.
- (5) Use of Legal Counsel. I may retain legal counsel or a professional in labor relations (other than an employee, agent, organizer, or volunteer of a labor organization) at my own expense if I so desire. The Hotel may use legal counsel in the mediation and/or in the arbitration hearing only if I choose to be represented by an attorney or a professional experienced in labor relations.
- (6) Arbitration Fees and Expenses. All fees and expenses of the arbitrator will be divided and paid for as follows:
- I will pay \$125 towards the arbitration filing fee
  - The Hotel will pay the remainder of the filing fee
  - The Hotel will pay all of the arbitrator’s expenses.
- (7) Award of Costs. Should the arbitrator rule in my favor the Hotel will pay the entire cost of the arbitration hearing, excluding my cost for legal counsel or representation and preparation expenses unless ordered by the arbitrator.
- (8) Waiver of Right to Go to Court. To the extent permitted by law, I understand that if I do not opt out of the mediation/arbitration provisions of C.A.R.E., I waive my right to have my case submitted to a court of

## FOUR SEASONS HOTELS &amp; RESORTS

EMPACT<sup>SM</sup>

law and decided by a judge or jury. In that event, I understand that the arbitrator will have the same authority and may issue the same relief as a judge or jury would if they were deciding the case. I understand that, just as in a court of law, I will be responsible for my own legal costs and expenses, unless the arbitrator orders otherwise.

- (9) Waiver of Right to Submit Claim as Part of Class or Collective Action. To the extent permitted by law, I understand that if I do not opt out of the mediation/arbitration provisions of C.A.R.E., I waive my right to have my claims submitted as part of a class or collective action in court (whether I initiate a claim or I am invited to join a class or collective action), and I waive my right to have my claims submitted as part of a class arbitration. This waiver shall not affect or diminish the substantive remedies that I may be awarded by an arbitrator.
- (10) My Part of the Arbitration Fee. The Hotel will pay all of the arbitrator's expenses. The maximum amount I will pay of the arbitrator's fee is \$125. If the payment of this portion of the arbitrator's fee represents a financial hardship to me, I will contact the Director of Human Resources. To the extent I elect to have my complaints resolved through the mediation/arbitration provisions of C.A.R.E. (by not opting out), the Hotel agrees to submit any claims that it may have against me arising from my employment to mediation and, if necessary, binding arbitration on the same terms.
- (11) Effect of Filing with EEOC or Other Governmental Agency. If I elect to submit my complaint to an outside agency, then the mediation/arbitration procedure under C.A.R.E. will be delayed until such time as that agency issues a "right to sue" determination or otherwise indicates that it has concluded its processing of my claim. At such time as the agency has indicated that it has completed the processing of my claim, the mediation/arbitration provisions will become my exclusive remedy and mediation/arbitration will begin as soon as administratively possible.
- (12) Application of Discrimination Laws. I understand that to the extent required by law, in order to make the agreement to mediate/arbitrate fully enforceable, the provisions of local, State, and Federal employment statutes, which are pertinent to my claims, are incorporated in and made a part of my EmPact<sup>SM</sup> agreement.
- (13) Consideration. I specifically understand that my agreement to submit any of the complaints listed in STEP 6 to mediation/arbitration rather than an outside agency or to a court of law is given to the Hotel in exchange for its agreement to fulfill its obligations to me under EmPact<sup>SM</sup>, including, but not limited to its agreement to fulfill its obligations to me under EmPact<sup>SM</sup> and to its agreement to pay a portion of the arbitrator's fees and expenses. I also understand that the Hotel has agreed to submit to final and binding arbitration any claims it has against me arising from my termination, such as conversion, misappropriation of trade secrets, and breach of fiduciary duty.
- (14) Discovery and Judicial Review. The parties will have such rights with respect to discovery and judicial review as may be required by statute or judicial decision as a condition of making this agreement to mediate and/or arbitrate fully enforceable by both parties.

**No-Fault Separation Pay**

If I receive a permanent layoff with no right of recall or I am terminated for no fault, my termination will be considered "no-fault." I understand that I may not seek mediation or arbitration of a permanent lay-off or "no-fault" termination under Step 6 of C.A.R.E. However, in the event of a permanent layoff or "no-fault" termination, I will be eligible for separation pay in accordance with the "No-Fault Separation Pay Schedule" in effect at the time of my separation unless I have opted out by signing the "Opt-Out Verification" attached to my EmPact<sup>SM</sup>.

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By accepting No-Fault Separation Pay, I am acknowledging that my termination was “no-fault” and that I am not entitled to challenge my termination through the mediation/arbitration provisions of C.A.R.E.

**Continuous Service**

90 days – 5 Years

5 – 10 Years

10 Years or More

**No-Fault Separation Pay**

1 week’s pay, plus an additional week’s pay per year of service.

3 weeks’ pay, plus an additional week’s pay per year of service.

6 weeks’ pay, plus an additional week’s pay per year of service, up to a maximum of 26 weeks.

My “No-Fault Separation Pay” will be calculated as the average weekly equivalent of all of my compensation, which includes my salary, wages and ongoing/regularly scheduled incentive plan payments, received in the preceding twelve months. The “No-Fault Separation Pay” calculation excludes:

- Overtime
- Non-declared gratuities
- Workers compensation
- Long term disability payments
- Relocation and disturbance allowances
- One time bonuses and awards
- Retirement Contribution
- Or any other type of extraordinary compensation

If I worked at the Four Seasons Hotel New York, for less than twelve months then my “No Fault -Separation Pay” will be the average weekly equivalent of the most recent preceding 90 days of my employment.

For the purpose of the "No-Fault Separation Pay" calculation, a partial year (having completed the initial 90-day Probationary-at-Will period) will constitute my first year of service. Thereafter, an additional year of service will be earned on the anniversary of my completion of the Probationary-at-Will period.

In the event of the sale of the Four Seasons Hotel New York, a change in ownership resulting from the loss of or change (partial or otherwise) in the Four Seasons Hotels and Resorts management agreement, including but not limited to the relinquishment or loss of control of any portion of the Hotel’s operations, such as the closure of an outlet or retail store, and the new hotel employers offers continuing “Comparable Employment”, then I will not be entitled to No-Fault Separation Pay even if I decline the offer of continuing employment. I understand that I may be eligible to apply for positions (which may or may not be Comparable Employment) at another Four Seasons Hotel or Resort. I will be considered eligible for transfer if I meet the qualifications for transfer as outlined in EmPact<sup>SM</sup>. If I am transferred to another Four Seasons Hotel or Resort, I will not be entitled to No-Fault Separation Pay.

Comparable Employment is defined to mean similar – but not necessarily identical – terms and conditions of continuing employment. The Hotel will consider the following in making the determination:

- Compensation
- Location
- Job Content and Reporting Level
- Personal Restrictions; and
- Past Job and Relocation History



**FOUR SEASONS HOTELS & RESORTS**

**EMPACT<sup>SM</sup>**

I will not be entitled to No-Fault Separation Pay if my permanent layoff results from strikes, walkouts, or lockouts, war, national emergencies, fires, acts of God, acts of terrorism, disasters, riots, boycotts, and any other cause beyond the control of Four Seasons.

FOUR SEASONS HOTELS & RESORTS

EMPACT<sup>SM</sup>

FOUR SEASONS HOTELS &amp; RESORTS

EMPACT<sup>SM</sup>**EMPACT<sup>SM</sup>****My complete personal contract with Four Seasons Hotel New York**

The Hotel 57 Services, L.L.C., (hereinafter referred to as Four Seasons Hotel New York) recognizes my valuable service as an employee, and agrees this \_\_\_ day of \_\_\_, 20\_\_\_, to provide me with the benefits described in my EmPact<sup>SM</sup>. In return, I, \_\_\_\_\_, agree to abide by the principles, goals and policies in this EmPact<sup>SM</sup>. I acknowledge that the conditions contained in EmPact<sup>SM</sup> may be modified in writing from time to time by the Four Seasons Hotel New York as contemplated on page 2 of this contract.

I have read EmPact<sup>SM</sup> and promise to:

- Abide by Four Seasons Hotel New York goals and standards;
- Accept my compensation and benefits;
- Use C.A.R.E. first for all complaints even if I have exercised my right to opt out of the mediation/arbitration provisions of C.A.R.E.; and
- Unless I have exercised my right to opt out, use the mediation/arbitration procedure described in C.A.R.E. as the exclusive method of resolving any dispute I may have relating to termination of my employment (including constructive discharge) and/or claims of employment discrimination, harassment, or wage/hour violations.

The Four Seasons Hotel New York promises to comply with its obligations under EmPact<sup>SM</sup> by:

- Treating me with dignity and respect;
- Providing competitive compensation and benefits;
- Following C.A.R.E.; and providing opportunities for learning and career development; and
- Providing access to the mediation/arbitration procedure described in C.A.R.E. at a minimum cost to me for the arbitrator's expenses and fees; or
- Utilizing C.A.R.E. as its exclusive remedy for resolving any disputes relating to my termination (including claims of constructive discharge) and/or claims of employment discrimination, harassment, or wage/hour violations.

The term of EmPact<sup>SM</sup> is one year and is automatically renewed unless the following occurs:

- I voluntarily resign
- I am permanently laid off
- I am involuntarily terminated (I can still pursue my rights under C.A.R.E.)
- I choose to remain an "At Will" employee

The Four Seasons Hotel New York and I, \_\_\_\_\_, acknowledge and understand this unique EmPact<sup>SM</sup> relationship, effective through the duration of my employment. EmPact<sup>SM</sup> is the entire agreement between me and Four Seasons Hotel New York unless modified by a specific letter, the terms of which supersede certain defined parts of EmPact<sup>SM</sup>. The Four Seasons Hotel New York employing me under EmPact<sup>SM</sup>'s terms and my working under EmPact<sup>SM</sup>'s terms support this contract.

Our signatures confirm our mutual agreement to this philosophy, these goals, and all the rights and responsibilities in this EmPact<sup>SM</sup> or as modified in writing by the hotel. We agree that this EmPact<sup>SM</sup> shall become effective after successful completion of my 90-day probationary period.

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Employee Signature

FOUR SEASONS HOTELS &amp; RESORTS

EMPACT<sup>SM</sup>**OPT-OUT VERIFICATION**

I am aware that the contractual agreement between the Four Seasons Hotel New York, and its employees referred to as EmPact<sup>SM</sup> contains a section entitled *Complaint Arbitration and Review for Employees* ("C.A.R.E."). Further, I have been advised that unless I choose to opt out of the mediation/arbitration provisions of that C.A.R.E. procedure as set forth below, I will automatically be covered by it and required to submit to mediation and binding arbitration any disputes specifically described in C.A.R.E. I have had the opportunity to ask questions of, and clarify points contained in C.A.R.E. and in all of the other provisions of EmPact<sup>SM</sup>. I understand that if I opt out of the mediation/arbitration provisions of C.A.R.E. I will not be eligible for "No-Fault Separation Pay", or to receive any of the other monetary or non-monetary benefits available to employees who choose to be bound by the mediation/arbitration provisions of C.A.R.E.

I understand that if I wish to exercise my right to opt out of the mediation/arbitration provisions of C.A.R.E., I must do so in one of the following ways:

- (1) After I am presented with my EmPact<sup>SM</sup> agreement for signature, I may sign and date this form and deliver it to the Director of Human Resources at any time during my 90-day probationary period, and for a period of thirty (30) calendar days thereafter; or**
- (2) Within thirty (30) calendar days of the date I am notified of any written amendment to my EmPact<sup>SM</sup> agreement, I may submit a written C.A.R.E. Arbitration Opt Out Verification form to the Director of Human Resources. If I would like additional time to consider the "Opt-Out", I should contact my Director of Human Resources.**

I understand that I may not opt out of the mediation/arbitration provisions of C.A.R.E. while I have any legal claim pending which arose prior to my execution of this form and which has been or could have been submitted to mediation/arbitration under C.A.R.E. at the time the claim arose.

Finally, I understand that if I should decide to opt out of C.A.R.E., I will continue to be subject to and fully obligated to comply with all of the other provisions of my EmPact<sup>SM</sup>.

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 Name

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 Date

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 Witness

---

 Date

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SELENA STALEY, VIVIAN HOLMES, and OLIVE  
IVEY, on behalf of themselves and all others similarly  
situated,

Plaintiffs,

-against-

FOUR SEASONS HOTELS AND RESORTS,  
HOTEL 57 SERVICES, LLC, HOTEL 57 LLC, TY  
WARNER HOTELS & RESORTS, LLC, and H.TY  
WARNER,

Defendants.

DECLARATION OF  
SELENA STALEY

22-CV-6781 (JSR)  
-----X

I, Selena Staley, pursuant to 28 U.S.C. § 1746, state and declare as follows:

1. I am one of the named Plaintiffs in this action.
2. I have reviewed the EmPact Agreement annexed to the Declaration of Cathy Hwang, and I was never given that EmPact Agreement by any of the Defendants.
3. I have reviewed the EmPact Agreement annexed to the Declaration of Evan Brustein, dated December 5, 2022, and that is the true and accurate copy of the EmPact Agreement Last Revised February 2018 that I acknowledged receiving in 2018.
4. The EmPact Agreement I signed in 2018 was 61 pages, not 62 pages.
5. The EmPact Agreement I signed had a Welcome Letter on Page 6 signed by Mehdi Eftekari, the Four Seasons Hotel New York General Manager in February 2018, not his successor Rudy Tauscher.
6. After the EmPact Agreement that I signed in 2018, I never signed another EmPact Agreement for the Defendants.
7. I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: December 5, 2022

By: \_\_\_\_\_

Plaintiff Selena Staley



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SELLENA STALEY, VIVIAN HOLMES, and OLIVE  
IVEY, on behalf of themselves and all others similarly  
situated,

Plaintiffs,

DECLARATION OF  
VIVIAN HOLMES

-against-

FOUR SEASONS HOTELS AND RESORTS,  
HOTEL 57 SERVICES, LLC, HOTEL 57 LLC, TY  
WARNER HOTELS & RESORTS, LLC, and H TY  
WARNER.

Defendants.

22-CV-6781 (JSR)

-----X

I, Vivian Holmes, pursuant to 28 U.S.C. § 1746, state and declare as follows:

1. I am one of the named Plaintiffs in this action.
2. I have reviewed the EmPact Agreement annexed to the Declaration of Cathy Hwang, and I was never given that EmPact Agreement by any of the Defendants.
3. I have reviewed the EmPact Agreement annexed to the Declaration of Evan Brustein, dated December 5, 2022, and that is the true and accurate copy of the EmPact Agreement Last Revised February 2018 that I acknowledged receiving in 2018.
4. The EmPact Agreement I signed in 2018, had a Welcome Letter on Page 6 signed by Mehdi Eftekari, the Four Seasons Hotel New York General Manager in February 2018, not his successor Rudy Tauscher.
5. I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED December 5, 2022

By

  
Plaintiff Vivian Holmes

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SELENA STALEY, VIVIAN HOLMES, and OLIVE  
IVEY, on behalf of themselves and all others similarly  
situated,

Plaintiffs,

-against-

FOUR SEASONS HOTELS AND RESORTS,  
HOTEL 57 SERVICES, LLC, HOTEL 57 LLC, TY  
WARNER HOTELS & RESORTS, LLC, and H.TY  
WARNER,

Defendants.  
-----X

DECLARATION OF  
OLIVE IVEY

22-CV-6781 (JSR)

I, Olive Ivey, pursuant to 28 U.S.C. § 1746, state and declare as follows:

1. I am one of the named Plaintiffs in this action.
2. I have reviewed the EmPact Agreement annexed to the Declaration of Cathy Hwang, and I was never given that EmPact Agreement by any of the Defendants.
3. I have reviewed the EmPact Agreement annexed to the Declaration of Evan Brustein, dated December 5, 2022, and that is the true and accurate copy of the EmPact Agreement Last Revised February 2018 that I acknowledged receiving in 2018.
4. The EmPact Agreement I signed in 2018 was 61 pages, not 62 pages.
5. The EmPact Agreement I signed had a Welcome Letter on Page 6 signed by Mehdi Eftekari, the Four Seasons Hotel New York General Manager in February 2018, not his successor Rudy Tauscher.
6. After the EmPact Agreement that I signed in 2018, I never signed another EmPact Agreement for the Defendants.
7. I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: December 5, 2022

By:

  
Plaintiff Olive Ivey